

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI301060

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Western Digital Israel Ltd.	06/14/2024
RECEIVING PARTY DATA	
Company Name:	SanDisk Technologies LLC
Street Address:	7501 N Capital of Texas Hwy
Internal Address:	Building A, Suite #100
City:	Austin
State/Country:	TEXAS
Postal Code:	78731
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8148962
CORRESPONDENCE DATA	
Fax Number:	4088012863
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4088599802
Email:	simona.benjamin@wdc.com
Correspondent Name:	Western Digital Technologies
Address Line 1:	5601 Great Oaks Pkwy
Address Line 2:	Legal Dep.
Address Line 4:	San Jose, CALIFORNIA 95119
ATTORNEY DOCKET NUMBER:	MSA-1303-US
NAME OF SUBMITTER:	Simona Benjamin
SIGNATURE:	Simona Benjamin
DATE SIGNED:	06/14/2024
Total Attachments: 4	
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INTELLECTUAL PROPERTY LEGAL TITLE TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY LEGAL TITLE TRANSFER AGREEMENT (the “Agreement”) is made and entered into effective as of **June 14, 2024** (“Effective Date”) by and between:

Western Digital Israel Ltd., a company organized and existing under the laws of Israel (“Assignor”),

and

SanDisk Technologies LLC, a company organized and existing under the laws of the State of Texas, U.S.A. (“Assignee”).

Assignor and Assignee are each a “Party” and collectively the “Parties”.

RECITALS

- A. The Parties have determined that it is advisable and in the best interests of Assignee and Assignor for Assignor to convey, transfer and assign to Assignee, and for Assignee to acquire and accept from Assignor, legal title to the Intellectual Property (as defined herein), upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1 - Assignment of Legal Title to the Intellectual Property

1.1 **Intellectual Property.** “Intellectual Property” means any and all rights in and to the patents and patent applications listed in Exhibit 1, including all related divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations and extensions thereof, that are owned by Assignor.

1.2 **Assignment of Legal Title to Intellectual Property.** Assignor hereby transfers, conveys, assigns and agrees to deliver to Assignee, and Assignee hereby acquires and accepts from Assignor, legal title/ownership to the Intellectual Property as well as all rights of priority resulting from the filing of a priority application. The Parties acknowledge and agree that such assignment includes, but is not limited to, the right to sue and recover damages for past, present and future infringement claims with respect to the Intellectual Property and freely control any such lawsuits or settlements of the same.

1.3 **Existing Licenses.** For the avoidance of doubt, the Parties acknowledge and agree that Assignee acquires legal title/ownership to the Intellectual Property subject to any and all existing licenses of the Intellectual Property granted by Assignor or Assignor’s predecessors in interest.

Section 2 - General Provisions

2.1 **Further Assurances.** If any actions are necessary by the Parties to effect the transfer of legal title, the Parties agree to undertake those actions, and if the change in legal title cannot be registered with a patent office upon the transfer of legal title, the Parties will take all actions necessary and as soon as possible and consistent with the actual transfer of legal title.

2.2 Governing Law. The laws of the State of California, U.S.A (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

2.3 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

2.4 No Waiver. The failure by either Party to assert any of its rights hereunder, including, but not limited to, the right to terminate this Agreement due to a breach or default by the other Party, shall not be deemed to constitute a waiver by that Party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

2.5 Entire Agreement. This Agreement constitutes the final agreement between the Parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein are superseded by this Agreement.

2.6 Amendment. The Parties may amend this Agreement only by a written agreement signed by each Party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

2.7 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original instrument, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

2.8 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties, their successors in interest and assigns.

2.9 Authority. Each of the Parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

Western Digital Israel Ltd.

By: 

Name: David Dutcher

Title: VP, Legal

Date: 6/14/24

SanDisk Technologies LLC

By: 

Name: David Dutcher

Title: VP, Legal

Date: 6/14/24

Exhibit 1

CTRY	CASE TYPE	STATUS	APPLN NO.	FILING DATE	PATENT NO.	ISSUE DATE
KR	Utility - NSPCT	Issued	2011-7028490	5/12/2010	10-1774059	8/28/2017
US	Utility - ORG	Issued	12/464,301	5/12/2009	8,148,962	4/3/2012