

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI546385

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLUMIO, INC.	10/01/2024
RECEIVING PARTY DATA	
Company Name:	COMMVAULT SYSTEMS, INC.
Street Address:	1 COMMVAULT WAY
City:	TINTON FALLS
State/Country:	NEW JERSEY
Postal Code:	07724
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	11388233
Patent Number:	11888935
Patent Number:	11687548
Patent Number:	11782944
Patent Number:	11455316
Application Number:	17929591
Application Number:	16857042
Application Number:	17649699
Application Number:	17929593
Application Number:	18505868
Application Number:	18820561
CORRESPONDENCE DATA	
Fax Number:	
<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:	7036106100
Email:	karyn.roades@hoganlovells.com
Correspondent Name:	Maggie Naylor
Address Line 1:	8350 Broad Street, 17th Floor
Address Line 4:	Tysons, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	1U0744.000118
NAME OF SUBMITTER:	Karyn Rodes
SIGNATURE:	Karyn Rodes
DATE SIGNED:	10/07/2024
Total Attachments: 7 source=Project Granada - IP Assignment Agreement (Signed)#page1.tiff source=Project Granada - IP Assignment Agreement (Signed)#page2.tiff source=Project Granada - IP Assignment Agreement (Signed)#page3.tiff source=Project Granada - IP Assignment Agreement (Signed)#page4.tiff source=Project Granada - IP Assignment Agreement (Signed)#page5.tiff source=Project Granada - IP Assignment Agreement (Signed)#page6.tiff source=Project Granada - IP Assignment Agreement (Signed)#page7.tiff	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of October 1, 2024, is entered into by and between (a) Clumio, Inc., a Delaware corporation ("**Seller**") and (b) Commvault Systems, Inc., a Delaware corporation ("**Buyer**", and together with Seller, each a "**Party**" and together, the "**Parties**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Buyer, Seller, and Fortis Advisors LLC, a Delaware limited liability company, in its capacity as representative of the Seller and the Participating Stockholders, dated as of September 16, 2024 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other

documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.


6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

CLUMIO, INC.

By: 

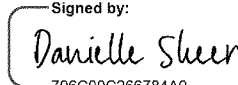
Name: Rick Underwood

Title: CEO and Secretary

IN WITNESS WHEREOF, the Parties have duly executed and delivered this IP Assignment as of the date first above written.

BUYER:

COMMVAULT SYSTEMS, INC.

By:  Signed by:
706C00C266784A0...

Name: Danielle Sheer

Title: Chief Legal & Trust Officer

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
CLOUD-BASED DATA PROTECTION SERVICE	US	11388233	12-Jul-2022
POST-PROCESSING IN A CLOUD-BASED DATA PROTECTION SERVICE	US	11888935	30-Jan-2024
STORAGE OF BACKUP DATA USING A TIME-SERIES DATA LAKE	US	11687548	27-Jun-2023
PROVIDING DATA VIEWS FROM A TIME-SERIES DATA LAKE TO A DATA WAREHOUSING SYSTEM	US	11782944	10-Oct-2023
MODIFICATION OF DATA IN A TIME-SERIES DATA LAKE	US	11455316	27-Sep-2022
CLOUD-BASED DATA PROTECTION SERVICE	AU	2020267130	16-Feb-2023
DEDUPLICATION IN A CLOUD-BASED DATA PROTECTION SERVICE	AU	2020264946	02-Mar-2023
RESTORE FROM A CLOUD-BASED DATA PROTECTION SERVICE	AU	2020267132	09-Mar-2023
POST-PROCESSING IN A CLOUD-BASED DATA PROTECTION SERVICE	AU	2020266496	27-Apr-2023
NON-TRANSITORY COMPUTER ACCESSIBLE STORAGE MEDIUM, METHOD AND COMPUTER SYSTEMS FOR POST-PROCESSING IN A CLOUD-BASED DATA PROTECTION SERVICE	TW	I786399	11-Dec-2022
RESTORE FROM A CLOUD-BASED DATA PROTECTION SERVICE	TW	I798547	11-Apr-2023

Patent Applications

Title	Jurisdiction	Application No.	Filing Date
PROTECTION GROUPS FOR BACKING UP CLOUD-BASED KEY-VALUE STORES	US	17/929,591	02-Sep-2022
CHANGE-BASED RESTORE FROM A CLOUD-BASED DATA PROTECTION SERVICE	US	16/857,042	23-Apr-2020
DATA PROTECTION SERVICE USING ISOLATED, ENCRYPTED BACKUP DATA	US	17/649,699	02-Feb-2022
OBJECT-LEVEL INCREMENTAL CLOUD BACKUPS	US	17/929,593	02-Sep-2022
RAPID ACCESS FOR RESTORED CLOUD BACKUP DATA	US	18/505,868	09-Nov-2023
PROTECTION GROUPS FOR BACKING UP CLOUD-BASED KEY-VALUE STORES	US	18/820,561	30-Aug-2024

SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Registration Number	Registration Date
CLUMIO	US	6234637	29-Dec-2020
 CLUMIO	US	6234638	29-Dec-2020
CLUMIO	UK	UK00003698188	25-Mar-2022
CLUMIO	EU	018340173	16-Apr-2021