

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5821516

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
E8 STORAGE SYSTEMS LTD.	07/30/2019
RECEIVING PARTY DATA	
Name:	AMAZON TECHNOLOGIES, INC.
Street Address:	PO BOX 81226
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98108-1226
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	14697653
Application Number:	14599510
Application Number:	14797272
Application Number:	14794868
Application Number:	14997600
Application Number:	15015157
Application Number:	15086102
Application Number:	15168055
Application Number:	15346772
Application Number:	15424921
Application Number:	15806355
Application Number:	15847992
Application Number:	16120263
CORRESPONDENCE DATA	
Fax Number:	(512)853-8801
<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:	512-853-8800
Email:	mmoffitt@intprop.com
Correspondent Name:	ROBERT C. KOWERT
Address Line 1:	PO BOX 398

PATENT

Address Line 4: AUSTIN, TEXAS 78767-0398	
ATTORNEY DOCKET NUMBER:	7924 MULTIPLE
NAME OF SUBMITTER:	ROBERT C. KOWERT
SIGNATURE:	/Robert C. Kowert/
DATE SIGNED:	11/14/2019
Total Attachments: 6 source=Assignment-E8-Amazon#page1.tif source=Assignment-E8-Amazon#page2.tif source=Assignment-E8-Amazon#page3.tif source=Assignment-E8-Amazon#page4.tif source=Assignment-E8-Amazon#page5.tif source=Assignment-E8-Amazon#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “*Assignment*”) is made and entered into this 30th day of July, 2019, by and between E8 Storage Systems Ltd., (the “*Assignor*”) and Amazon Technologies, Inc., (“*Assignee*”), a a Nevada corporation and an indirect wholly owned subsidiary of Amazon.com, Inc., a Delaware corporation.

RECITALS

WHEREAS, Assignor and Assignee have concurrently herewith consummated the purchase by Assignee of the Assets pursuant to the terms and conditions of the Asset Purchase Agreement of even date herewith by and among Assignor, Assignee and the Equityholders (the “*Asset Purchase Agreement*”). *Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement*; and

WHEREAS, Pursuant to the Asset Purchase Agreement, Assignor has agreed to assign to Assignee certain Business IP.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Asset Purchase Agreement and for other good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Sale, Transfer, Assignment, Delivery and Conveyance. Upon the terms and subject to the conditions of the Asset Purchase Agreement, for value received, Assignor does hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver and otherwise convey to the Assignee, and the Assignee does hereby purchase, acquire and accept from the Assignor, all of Assignor’s right, title and interest, throughout the world, in, to and under the Business Owned IP (including without limitation the patents, patent applications, trademarks and trademark applications set forth on Exhibit A), together with all rights of action and defenses accrued, accruing and to accrue in respect of the Business Owned IP, including without limitation the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of Assignor in all matters related to all of the foregoing, in each case free and clear of any Encumbrances. Assignor hereby waives any moral rights, or rights equivalent thereto, that Assignor may have in or to the Business Owned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Business Owned IP, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable Law, Assignor agrees that it shall not assert such moral rights against Assignee or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Power of Attorney. Assignor hereby constitutes and appoints the Assignee as the true and lawful agent and attorney-in-fact of Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of the Assignee and its successors and assigns, from time to time to institute and prosecute, in the name of Assignor or otherwise, any and all proceedings at law, in equity or otherwise, that the Assignee or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure Assignee’s rights in the Business Owned IP. Without limitation of the foregoing, Assignor agrees to execute, without cost to the Assignee, any and all documents deemed necessary by the Assignee to obtain and enforce copyrights, patents, trademarks and trade secrets in the Business Owned IP, including specific assignments or particular products or developments, and agrees

to execute all lawful papers, make all rightful oaths and generally do everything reasonably required or necessary to aid the Assignee, its successors and assigns in obtaining and enforcing its rights in and to the Business Owned IP in the United States and throughout the world.

3. Counterparts. This Assignment may be executed and delivered in one or more counterparts (including by .pdf and electronic mail), each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Further Assurances. Assignor agrees (at no cost to Assignee) to: (i) cooperate with Assignee in taking any action which Assignee reasonably requests to perfect or enforce Assignee's rights hereunder and, (ii) execute, when requested, any other documents requested by Assignee in connection therewith.

6. This Assignment, together with the other applicable provisions of the Asset Purchase Agreement and the Operative Documents, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. All matters relating to the transfer of the Assets and the Business Owned IP to the Assignee and not expressly regulated hereunder, shall be deemed to be regulated by the Asset Purchase Agreement.

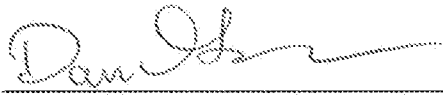
7. This Assignment shall be governed by, and construed in accordance with, the laws of the state of Washington. In any action among or between any of the parties arising out of or relating to this Assignment, including any action seeking equitable relief, each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Each party hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on Contract, tort or otherwise) arising out of or relating to this Assignment, the transactions contemplated hereby or the actions of such parties in the negotiation, administration, performance and enforcement hereof. Each of the parties to this Assignment hereby irrevocably consents to service of process or notices in the manner provided for notices in Section 9.2 of the Asset Purchase Agreement. Nothing in this Assignment shall affect the right of any party to this Assignment to serve process or notices in any other manner permitted by applicable Law.

[Remainder of page intentionally left blank]

The Assignee and the Assignor have executed this Assignment as of the date set forth above.

ASSIGNEE

Amazon Technologies, Inc.

By: 
Name: Dan Grossman
Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement]

The Assignee and the Assignor have executed this Assignment as of the date set forth above.

ASSIGNOR

E8 Storage Systems Ltd.

By: _____
Name: Zivan Ori
Title: CEO

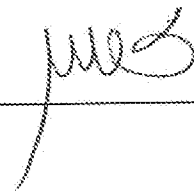
A handwritten signature in black ink, appearing to be 'Zivan Ori', is written over a horizontal line. The signature is stylized with a large 'Z' and a cursive 'O'.

Exhibit A
Patents and Patent Applications:

Title	Application #	Filing Date	Publication/Patent #
SNAPSHOTS AND THIN-PROVISIONING IN DISTRIBUTED STORAGE OVER SHARED STORAGE DEVICES	14/697,653	28/4/2015	9,519,666
DISTRIBUTED STORAGE OVER SHARED MULTI-QUEUED STORAGE DEVICE	14/599,510	18/1/2015	9,112,890
DISTRIBUTED STORAGE OVER SHARED MULTI-QUEUED STORAGE DEVICE	14/797,272	13/7/2015	9,800,661
DISTRIBUTED RAID OVER SHARED MULTI-QUEUED STORAGE DEVICES	14/794,868	9/7/2015	9,274,720
DISTRIBUTED RAID OVER SHARED MULTI-QUEUED STORAGE DEVICES	14/997,600	18/1/2016	9,521,201
LOCKLESS DISTRIBUTED REDUNDANT STORAGE AND NVRAM CACHE IN A HIGHLY-DISTRIBUTED SHARED TOPOLOGY WITH DIRECT MEMORY ACCESS CAPABLE INTERCONNECT	15/015,157	4/2/2016	9,525,737
LOCKLESS DISTRIBUTED REDUNDANT STORAGE AND NVRAM CACHE IN A HIGHLY-DISTRIBUTED SHARED TOPOLOGY WITH DIRECT MEMORY ACCESS CAPABLE INTERCONNECT	15/086,102	31/3/2016	9,529,542
DEDUPLICATION IN A HIGHLY-DISTRIBUTED SHARED TOPOLOGY WITH DIRECT-MEMORY-ACCESS CAPABLE INTERCONNECT	15/168,055	29/5/2016	2016-0366226
LOCKLESS DISTRIBUTED REDUNDANT STORAGE AND NVRAM CACHE IN A HIGHLY-DISTRIBUTED SHARED TOPOLOGY WITH DIRECT MEMORY ACCESS CAPABLE	15/346,772	9/11/2016	9,781,227

INTERCONNECT			
WRITE CACHE AND WRITE-HOLE RECOVERY IN DISTRIBUTED RAID OVER SHARED MULTI-QUEUE STORAGE DEVICES	15/424,921	6/2/2017	9,842,084
WRITE CACHE AND WRITE-HOLE RECOVERY IN DISTRIBUTED RAID OVER SHARED MULTI-QUEUE STORAGE DEVICES	15/806,355	8/11/2017	10,296,486
STORAGE IN MULTI-QUEUE STORAGE DEVICES USING QUEUE MULTIPLEXING AND ACCESS CONTROL	15/847,992	20/12/2017	10,031,872
SHARED VOLUMES IN DISTRIBUTED RAID OVER SHARED MULTI-QUEUE STORAGE DEVICES	16/120,263	2/9/2018	2019-0082010

Trademarks and Trademark Applications:

Mark	Country	Case #	Classes	Application #	Filing Date	Status
E8 STORAGE	USA	T-13022-US	9	87597189	06/09/2017	Pending