

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM553936

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nexenta Systems, Inc.		05/17/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nexenta by DDN, Inc.		
<b>Street Address:</b>	2929 Patrick Henry Dr.		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3801582	NEXENTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8052301355		
<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>			
<b>Phone:</b>	8052301350		
<b>Email:</b>	nabeloe@socalip.com		
<b>Correspondent Name:</b>	SoCal IP Law Group LLP		
<b>Address Line 1:</b>	310 N. Westlake Blvd., Suite 120		
<b>Address Line 4:</b>	Westlake Village, CALIFORNIA 91362		
<b>ATTORNEY DOCKET NUMBER:</b>	N236.T19K01		
<b>NAME OF SUBMITTER:</b>	Nicole M. Abeloe		
<b>SIGNATURE:</b>	/Nicole M. Abeloe/		
<b>DATE SIGNED:</b>	12/18/2019		
<b>Total Attachments: 12</b>			
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## **INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is entered into and dated as of May 17, 2019, by and among Nexenta Systems, Inc. (the “Assignor”) and Nexenta by DDN, Inc. (the “Assignee”).

WHEREAS, Assignor, Assignee and DataDirect Networks, Inc., as parent of Assignee, are parties to that certain Asset Purchase Agreement, dated April 30, 2019 (the “Asset Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to assign to the Assignee all of its rights, title and interest in and to the Seller Assigned IP (as defined below), including the assets set forth on Schedule A attached hereto;

NOW, THEREFORE, in order to consummate the transactions contemplated by the Asset Purchase Agreement and for the consideration set forth therein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Intellectual Property Assignment (this “Assignment”) shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment of Intellectual Property Rights. Assignor hereby irrevocably and unconditionally sells, assigns, transfers, conveys and delivers to the Assignee and the Assignee hereby acquires from such Assignor, all right, title, entitlement, and interest in, to and under all Business Intellectual Property, including without limitation (a) the patents and patent applications identified in Schedule A (collectively, the “Patents”) and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) the trademarks identified in Schedule B (collectively, the “Trademarks”) together with (i) the goodwill of the business symbolized by and associated with the Trademarks and (ii) all applications for registration, registrations, renewals and statements of use with respect to the Trademarks, (c) the Internet domain names identified in Schedule C (collectively, the “Domain Names”) and all registrations and renewals thereof, and (d) all rights to collect royalties, products and proceeds in connection with any of the foregoing Business Intellectual Property, all rights to sue and bring other claims for, and recover damages in connection with, past, present and future infringement, misappropriation or other violation thereof, and all other claims relating to any such Business Intellectual Property (regardless of whether arising prior to, as of, or after the date hereof, known or unknown), and all associated rights in, to or under any of the foregoing in any jurisdiction throughout the world, whether now or hereafter existing (collectively the “Seller Assigned IP”), in each case, free and clear of any and all Liens.

3. Further Assurances. Assignor hereby covenants that it will, upon every reasonable request by the Assignee (or its successors or assigns) to do, execute, acknowledge and deliver any and all such other further acts, assignments, transfers, affidavits, declarations, oaths, exhibits, assignments, powers of attorney and/or other agreements or instruments of further assurance, approvals and consents as the Assignee (or its successors or assigns) reasonably may require to assist Assignee’s efforts to confirm, effect, record, perfect, register, patent or maintain, protect and enforce the rights assigned herein and to carry out the purposes of this Agreement.

4. Power of Attorney. If the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document reasonably requested by the Assignee pursuant to Section 3, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents, as the Assignor's agents and attorneys-in-fact, coupled with an interest and with full power of substitution and resubstitution, in whole or in part, to act for and on the Assignor's behalf and instead of the Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Assignor.

5. Miscellaneous.

(a) Terms of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement shall govern.

(b) Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of 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).

(c) Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transfer of the Seller Assigned IP is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transfer of the Seller Assigned IP is consummated as originally contemplated to the greatest extent possible.

(d) Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. A facsimile or emailed copy of this Assignment signed by the parties may be treated as an original for all purposes.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, this Assignment has been duly executed by the undersigned as of the date first above written.

ASSIGNOR:

NEXENTA SYSTEMS, INC.



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Name: Tarkan Maner

Title: CEO & Chairman of the Board

ACCEPTED BY:

ASSIGNEE:

NEXENTA BY DDN, INC.

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Name:

Title:



**IN WITNESS WHEREOF**, this Assignment has been duly executed by the undersigned as of the date first above written.

ASSIGNOR:

NEXENTA SYSTEMS, INC.

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Name:

Title:

ACCEPTED BY:

ASSIGNEE:

NEXENTA BY DDN, INC.

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Name: Alex Bouzari

Title: CEO

**Schedule A**

Patents

No	US Provisional App Number	US Non-Provisional App Number	US Patent Number	International Patent App. Number	International Patent Number	Title of Patent	Patent Status	Patent App Filing Date	Date Patent Awarded (Grant Date, exc. as noted)
1		13/239,258	8,954,669			Method and System for Heterogeneous Data Volume	09 US Granted	9/21/2011	2/10/2015
2		12/875,073	8,984,241			Heterogeneous Redundant Storage Array	09 US Granted	9/2/2010	3/17/2015
3		13/209,342	8,533,231			Cloud Storage System With Distributed Metadata	09 US Granted	8/12/2011	9/10/2013
4		13/107,684	8,812,566			Scalable Storage for Virtual Machines	09 US Granted	5/13/2011	8/19/2014
5				EP 11/172,605.5		Heterogenous Redundant Storage Array	08 International Application Filed	7/4/2011	
6		13/415,742	8,849,759			Unified Local Storage Supporting File and Cloud Object Access	09 US Granted	3/8/2012	9/30/2014
7		13/552,584	9,037,856			System and Method for Distributed Deduplication of Encrypted Chunks	09 US Granted	7/18/2012	5/19/2015
8		13/624,593	8,745,095			Systems and Methods for Scalable Object Storage	09 US Granted	9/21/2012	6/3/2014
9		13/904,935	9,081,683			Elastic I/O Processing Workflows in Heterogeneous Volumes	09 US Granted	5/29/2013	7/14/2015
10		14/095,843	9,344,287			Scalable Transport System for Multicast Replication	09 US Granted	12/3/2013	4/8/2016 (Notice); 5/17/2016 (Grant)
11		14/095,839	9,338,019			Scalable Transport Method for Multicast Replication	09 US Granted	12/3/2013	3/10/2016 (Notice); 5/10/2016 (Grant)
12		14/095,848	9,385,874			Scalable Transport with Client-Consensus Rendezvous	09 US Granted	12/3/2013	7/5/2016
13		14/095,855	9,385,875			Scalable Transport with Cluster-Consensus Rendezvous	09 US Granted	12/3/2013	7/5/2016
14		14/302,298	9,479,587			Scalable Object Storage Using Multicast Transport	09 US Granted	6/11/2014	6/30/2016 (notice); 10/25/2016 (Grant)
15				EP 12/185,559.7	EP 2573679	Methods and Systems for Heterogeneous Data Volume	12 International Granted	9/21/2012	8/20/2014
16		14/258,791	9,507,812			Systems and Methods for Scalable Object Storage	09 US Granted	4/22/2014	11/29/2016
17		14/281,234	8,990,496			Method and System for Heterogeneous Data Volume	09 US Granted	5/19/2014	3/24/2015
18				EP 14/176,942.2	EP 2793131 A1 602012009905.4	Methods and Systems for Heterogeneous Data Volume	12 International Granted	9/12/2012	3/25/2015 (Notice); 8/19/2015 (Grant)
19		14/665,298	9,268,489			Method & System for Heterogeneous Data Volume	09 US Granted	3/23/2015	12/15/2015 (Notice); 2/23/2016 (Grant)
20		14/688,936	9,547,774			System and Method for Distributed Deduplication of Encrypted Chunks	09 US Granted	4/16/2015	9/26/2016 (Notice); 1/17/2017 (Grant)
21		14/820,471	9,710,535			Object Storage System with Local Transaction Logs, A Distributed Name Space & Optimized Support for User Directories	09 US Granted	8/6/2015	5/26/2017 (Notice); 7/18/2017 (Grant)
22		14/821,693	10,185,730			Methods and Systems for Key-Value-Tuple Encoded Storage	09 US Granted	8/8/2015	9/12/2018 (Notice); 1/22/2019 (Grant)
23		14/821,697	9,767,130			Methods and Systems for Key Sharding of Objects Stored in Distributed Storage Systems	09 US Granted	8/8/2015	5/30/2017 (Notice); 9/19/2017 (Grant)

TRADEMARK



24		14/821,698	9,747,319			Read-Modify-Write Processing of Chunks at the Storage Server Level in a Distributed Object Storage Systems	09 US Granted	8/8/2015	4/26/2017 (Notice); 8/29/2017 (Grant)
25		14/832,075	9,923,970			Multicast Collaborative Erasure Encoding & Distributed Parity Protection	09 US Granted	8/21/2015	11/29/2017 (Notice); 3/20/2018 (Grant)
26		14/931,732				Object Storage System with a Distributed Namespace and Snapshot and Cloning Features	07 US Non-Provisional Application Filed	11/3/2015	
27		14/998,320	10,110,676			Parallel Transparent Restructuring of Immutable Content in a Distributed Object Storage System	09 US Granted	12/24/2015	7/5/2018 (Notice); 10/23/2018 (Grant)
28		14/983,386				Negotiating Proxy Server for Distributed Storage and Compute Clusters	07 US Non-Provisional Application Filed	12/29/2015	
29		15/095,919				Parallel and Transparent Technique for Retrieving Original Content that is Restructure in a Distributed Object Storage System	07 US Non-Provisional Application Filed	4/11/2016	
30		15/137,920	10,019,317			Parity Protection for Data Chunks in an Object Storage System	09 US Granted	4/25/2016	4/27/2018 (Notice); 7/10/2018 (Issued)
31				EP 15/167,448.8	EP 2933725	Method and System for Heterogeneous Data Volume	12 International Granted	5/12/2015	6/17/2016 (Notice); 11/23/2016 (Grant)
32		15/210,501	10,216,577			Multicast Raid: Distributed Parity Protection	09 US Granted	7/14/2016	10/11/2018 (Notice); 2/26/2019 (Issued)
33				PCT 16/44590		Object Storage System with Local Transaction Logs, A Distributed Name Space & Optimized Support for User Directories	08 International Application Filed	7/28/2016	
34		15/390,124				Method and System for Maintaining and Searching Index Records	07 US Non-Provisional Application Filed	12/23/2016	
35		15/469,331				Methods and System for Efficiently Performing Eventual and Transactional Edits on Distributed Metadata in an Object Storage System	07 US Non-Provisional Application Filed	3/24/2017	
36		15/662,751				Shard Groups for Efficient Updates of, and Access to, Distributed Metadata in an Object Storage System	07 US Non-Provisional Application Filed	7/28/2017	
37				PCT/US15/61063		Distributed Data Storage System Using a Common Manifest for Storing and Accessing Versions of an Object	08 International Application Filed	11/10/2017	
38				PCT/US17/61820		Method and System for Maintaining and Searching Index Records	08 International Application Filed	11/15/2017	
39		15/828,023				Chunk Retention in a Distributed Object Storage System Using Stream Sessions and Stream Session Backreferences	07 US Non-Provisional Application Filed	11/30/2017	
40		15/884,697	10,110,676			Multicast Collaborative Erasure Encoding & Distributed Parity Protection	09 US Granted	1/31/2018	3/26/2019
41				PCT/US17/41424		Multicast Raid: Distributed Parity Protection	08 International Application Filed	7/10/2017	
42				PCT/US17/28581		Parity Protection for Data Chunks in an Object Storage System	08 International Application Filed	4/20/2017	
43				PCT/US16/68770		Negotiating Proxy Server for Distributed Storage and Compute Clusters	08 International Application Filed	12/28/2016	
44				PCT/US16/59963		Object Storage System with a Distributed Namespace and Snapshot and Cloning Features	08 International Application Filed	11/1/2016	

**Schedule B**

Trademarks

[Schedule B to IP Assignment]

**TRADEMARK**  
**REEL: 006820 FRAME: 0236**



Matters: 10	Mark	Trademark Status Report				Matter Status		Next Action Date
Client/Matter	Application	Filing	Registration	Date	Country			
069280-000020	NEXENTA	1219372	06/12/2014	1219372	06/12/2014	Singapore	REGISTERED ISSUED	Next Action: 06/12/2024 - RENEWAL DUE Client: Nexenta Systems, Inc. Owner: Nexenta Systems, Inc.
<b>Class/Goods &amp; Services</b> 009 - Downloadable computer operating programs and computer operating systems; downloadable computer operating systems; downloadable operating system programs; downloadable computer software for storage of data.								
069280-000021	NEXENTA	1219372	06/12/2014	1219372	06/12/2014	India	REGISTERED ISSUED	Next Action: 06/12/2024 - RENEWAL DUE Client: Nexenta Systems, Inc. Owner: Nexenta Systems, Inc.
<b>Class/Goods &amp; Services</b> 009 - Downloadable computer operating programs and computer operating systems; downloadable computer operating systems; downloadable operating system programs; downloadable computer software for storage of data. <b>Agent:</b> P S Davar and Co								
069280-000022	NEXENTA	1219372	06/12/2014	1219372	06/12/2014	Switzerland	REGISTERED ISSUED	Next Action: 06/12/2024 - RENEWAL DUE Client: Nexenta Systems, Inc. Owner: Nexenta Systems, Inc.
<b>Class/Goods &amp; Services</b> 009 - Downloadable computer operating programs and computer operating systems; downloadable computer operating systems; downloadable operating system programs; downloadable computer software for storage of data.								
069280-000023	NEXENTA	1219372	06/12/2014	1219372	06/12/2014	Norway	REGISTERED ISSUED	Next Action: 06/12/2024 - RENEWAL DUE Client: Nexenta Systems, Inc. Owner: Nexenta Systems, Inc.
<b>Class/Goods &amp; Services</b> 009 - Downloadable computer operating programs and computer operating systems; downloadable computer operating systems; downloadable operating system programs; downloadable computer software for storage of data.								
069280-000026	NEXENTA	1707735	12/17/2014	TMA928,323	02/05/2016	Canada	REGISTERED ISSUED	Next Action: 02/05/2031 - RENEWAL DUE Client: Nexenta Systems, Inc. Owner: Nexenta Systems, Inc.
<b>Class/Goods &amp; Services</b> - Downloadable computer operating programs and computer operating systems; downloadable computer operating systems; downloadable operating system programs; downloadable computer software for storage of data. <b>Agent:</b> Bull Houser & Tupper LLP								

**Schedule C**

Domain Names

[Schedule C to IP Assignment]

**TRADEMARK**  
**REEL: 006820 FRAME: 0239**

Domain Name	Extension	Country	Registration Date	Registry Expiry	
				Date	Paid Until Date
edgefs.io	io	BRITISH INDIAN OCEAN TERRITORY	04-Dec-2018	04-Dec-2019	04-Dec-2019
nexenta.ch	ch	SWITZERLAND	08-Jul-2015	31-Aug-2019	31-Aug-2019
nexenta.co.uk	co.uk	UNITED KINGDOM	14-Aug-2009	14-Aug-2019	14-Aug-2019
nexenta.com	com	gTLD	15-Jul-2005	15-Jul-2019	15-Jul-2019
nexenta.com.tr	com.tr	TURKEY	29-Jan-2016	28-Jan-2020	28-Jan-2020
nexenta.es	es	SPAIN	14-Aug-2009	14-Aug-2019	14-Aug-2019
nexenta.eu	eu	EUROPEAN UNION	04-Aug-2009	04-Aug-2019	04-Aug-2019
nexenta.fr	fr	FRANCE	14-Aug-2009	21-Jul-2019	21-Jul-2019
nexenta.jp	jp	JAPAN	10-Nov-2014	30-Nov-2019	30-Nov-2019
nexenta.nl	nl	NETHERLANDS	05-Mar-2008	30-Nov-2019	30-Nov-2019
nexenta.org	org	gTLD	06-Jul-2007	06-Jul-2019	06-Jul-2019
nexentaconnect.com	com	gTLD	06-Mar-2014	06-Mar-2019	06-Mar-2019
nexentadev-qa.com	com	gTLD	03-Aug-2017	03-Aug-2019	03-Aug-2019
nexentaedge.com	com	gTLD	06-Mar-2014	06-Mar-2019	06-Mar-2019
nexentaedge.io	io	BRITISH INDIAN OCEAN TERRITORY	21-Mar-2018	21-Mar-2020	21-Mar-2020
nexentafusion.com	com	gTLD	06-Mar-2014	06-Mar-2019	06-Mar-2019
nexentastor.com	com	gTLD	05-Feb-2010	05-Feb-2020	05-Feb-2020
nexentastor.org	org	gTLD	21-Jul-2009	21-Jul-2019	21-Jul-2019
opensdxsummit.com	com	gTLD	06-Mar-2014	06-Mar-2019	06-Mar-2019
opensdxsummit.org	org	gTLD	06-Mar-2014	06-Mar-2019	06-Mar-2019
openstoragesummit.com	com	gTLD	15-Apr-2011	15-Apr-2019	15-Apr-2019
openstoragesummit.org	org	gTLD	15-Apr-2011	15-Apr-2019	15-Apr-2019