

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM688335

<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>
Veritas Storage (Ireland) Ltd.		02/01/2021	Private Limited Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Veritas Technologies LLC		
<b>Street Address:</b>	2625 Augustine Dr.		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90066768	HUBSTOR	
<b>Serial Number:</b>	90066785	HUBSTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044441111		
<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>	7044441024		
<b>Email:</b>	elaine.hunt@alston.com		
<b>Correspondent Name:</b>	Christopher J. Gegg		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	101 South Tryon Street, Suite 4000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280-4000		
<b>NAME OF SUBMITTER:</b>	Elaine B. Hunt		
<b>SIGNATURE:</b>	/Elaine B. Hunt/		
<b>DATE SIGNED:</b>	11/16/2021		
<b>Total Attachments: 12</b>			
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## INTELLECTUAL PROPERTY TRANSFER, ASSIGNMENT, AND LICENSE AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER, ASSIGNMENT, AND LICENSE AGREEMENT (this “*Agreement*”) is made effective as of February 1, 2021 (the “*Effective Date*”), by and among Veritas Storage (Ireland) Ltd., an Irish company (“*Veritas Ireland*”) and Veritas Technologies LLC, a Delaware limited liability company (“*VTLLC*”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Share Purchase Agreement (as defined below).

### RECITALS

**WHEREAS**, pursuant to that certain Share Purchase Agreement, dated December 22, 2020 (“*Share Purchase Agreement*”), by and among Veritas Canada Ltd., a corporation existing under the laws of the Province of Nova Scotia (“*Veritas Canada*”), Hubstor Inc., a corporation existing under the federal laws of Canada (“*Hubstor*”), and the other parties thereto Veritas Canada purchased all of the issued and outstanding shares in the capital of Hubstor, Inc.;

**WHEREAS**, (i) pursuant to a Patent and Trademark Assignment, dated February 1, 2021, and executed February 17, 2021, Hubstor sold, assigned, and transferred 62.2% of its rights, titles, and interests in and to certain scheduled patents and trademarks to Veritas Ireland (the “*Veritas Ireland Assignment Agreement*”) and (ii) pursuant to a Patent and Trademark Assignment, dated February 1, 2021, and executed February 17, 2021, Hubstor sold, assigned, and transferred 37.8% of its rights, titles, and interests in and to certain scheduled patents and trademarks a to VTLLC (the “*VTLLC Assignment Agreement*”);

**WHEREAS**, Hubstor, Veritas Ireland, and VTLLC desired and intended (i) that Veritas Ireland have rights to use all Non-Americas Intellectual Property Rights (as defined below) and (ii) that VTLLC have ownership titles and rights to all Americas Intellectual Property Rights (as defined below) and ownership titles and rights, subject to the license to Veritas Ireland, to all Non-Americas Intellectual Property Rights, all according to a bifurcated valuation allocation of 62.2% of value to Non-Americas Intellectual Property Rights and 37.8% of value to Americas Intellectual Property Rights (collectively, the “*Intended Transfers*”);

**WHEREAS**, the third-party valuation conducted to support the valuation allocation described above was a valuation of the Americas Intellectual Property Rights and the Non-Americas Intellectual Property Rights to facilitate the consummation of the Intended Transfers;

**WHEREAS**, Hubstor amalgamated with Veritas Canada on April 3, 2021; and

**WHEREAS**, Veritas Ireland and VTLLC desire to affect, evidence, and document the Intended Transfer as of the Effective Date.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## ARTICLE 1 DEFINITIONS

Unless otherwise defined in the context of this Agreement, capitalized terms used in this Agreement shall have the meanings set forth in the Share Purchase Agreement.

“*Americas Intellectual Property Rights*” means all Intellectual Property and Intellectual Property Rights of Hubstor in the Americas, including, but not limited to, the Intellectual Property and Intellectual Property Rights listed on Schedule A.

“*Non-Americas Intellectual Property Rights*” means all Intellectual Property and Intellectual Property Rights of Hubstor worldwide, excluding the Americas.

“*Subsidiary*” means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or group (as defined in the Canada Business Corporations Act with respect to any Canadian entity and in Section 13(d)(3) of the Securities Exchange Act of 1934 with respect to all other entities and groups) of which Veritas Canada, Veritas Ireland, VTLLC, or such other Person, as applicable (either alone or through or together with any other Subsidiary), (x) owns, directly or indirectly, more than 50% of the stock or other equity interests the holder of which is generally entitled to vote for the election of the board of directors or other governing body of such entity or group or (y) is the general partner or managing member (and all Subsidiaries of such Person).

“*Third Party Intellectual Property Rights and Technology*” means Intellectual Property and Intellectual Property Rights and Technology that are owned by a third party (i.e., not Veritas Canada, Veritas Ireland, VTLLC, or any of their Subsidiaries or controlled Affiliates).

“*Transferred Intellectual Property Rights*” means all rights, titles, and interests of Veritas Canada as of the Effective Date and the date of execution of this Agreement in and to any and all Intellectual Property and Intellectual Property Rights of Hubstor, whether registered or unregistered, including Americas Intellectual Property Rights and Non-Americas Intellectual Property Rights, which were acquired by Veritas Canada as a result of the amalgamation with Hubstor and are licensed in part to Veritas Ireland and acquired by VTLLC pursuant to this Agreement.

## ARTICLE 2 ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY RIGHTS FROM VERITAS IRELAND TO VTLLC

2.1 Assignment of Transferred Intellectual Property Rights. Subject to the grant of the license rights from VTLLC to Veritas Ireland in Article 3 below, effective as of the Effective Date, Veritas Ireland hereby sells, assigns, transfers, conveys, and delivers to VTLLC all of its rights, interests, and titles (including legal title to Non-Americas Intellectual Property Rights) for all jurisdictions throughout the world, including all countries and political entities, in and to all of the Transferred Intellectual Property Rights (including both Americas Intellectual Property Rights and Non-Americas Intellectual Property Rights, the foregoing representing the 62.2%

interest in the Transferred Intellectual Property Rights assigned to Veritas Ireland by Hubstor, and whereby resulting in VTLLC obtaining a 100% interest in the Transferred Intellectual Property Rights), except subject to and encumbered by the license rights from VTLLC granted to Veritas Ireland in Article 3 below. The Transferred Intellectual Property Rights include all of Veritas Ireland's rights, titles, and interests in and to any and all proceeds, causes of action, complaints, claims, arbitrations, proceedings, litigations or suits, and rights of recovery against third parties for past, existing, and future infringement, misappropriation, or other violation or impairment of any of the Transferred Intellectual Property Rights.

(a) Intellectual Property Assignment Agreements. From and after the Effective Date, the parties may execute intellectual property assignment agreements as reasonably requested by VTLLC to carry out the intent of the parties (collectively the "*Intellectual Property Assignment Agreements*").

(b) Third Party Rights. The parties acknowledge that some of the Transferred Intellectual Property Rights may contain, or be dependent upon, Third Party Intellectual Property Rights and Technology. The assignment to VTLLC in this Article only extends to any Third Party Intellectual Property Rights and Technology, or rights in or to any Third Party Intellectual Property Rights and Technology, to the extent that Veritas Ireland is permitted to assign such Third Party Intellectual Property Rights and Technology, or rights in or thereto, without any additional payment, royalty, consent, or notice to any third party. VTLLC is solely responsible for obtaining its own rights and/or licenses to any Third Party Intellectual Property Rights and not assigned by Veritas Ireland.

### **ARTICLE 3 LICENSE FROM VTLLC TO VERITAS IRELAND**

3.1 License Grant. Subject to the terms and conditions of this Agreement, effective as of the Effective Date, VTLLC hereby grants and agrees to grant to Veritas Ireland a perpetual (except as expressly provided herein to the contrary), exclusive (except non-exclusive for Trademarks), irrevocable, worldwide, fully paid-up, royalty-free, sublicensable, and transferable license to fully exploit all of VTLLC's rights, titles, and interests in and to all of the Non-Americas Intellectual Property Rights, including the rights to make (including the right to practice methods, processes, and procedures), have made, manufacture, design, develop, use, copy, reproduce, modify, provision, maintain, install, support, offer for sale, sell, import, and distribute products and services that utilize the Non-Americas Intellectual Property Rights and otherwise to commercially exploit products and services that utilize any Non-Americas Intellectual Property Rights in the non-Americas.

3.2 Third Party Rights. The parties acknowledge that some of the Transferred Intellectual Property Rights may contain, or be dependent upon, Third Party Intellectual Property Rights and Technology. The license granted to Veritas Ireland in this Article only extends to any rights or licenses in or to any Third Party Intellectual Property Rights and Technology to the extent that VTLLC is permitted to sublicense such Third Party Intellectual Property Rights and Technology without any additional payment, royalty, consent, or notice to any third party. Veritas Ireland is solely responsible for obtaining its own rights and/or licenses to any Third Party Intellectual Property Rights and not sublicensed by VTLLC.

**ARTICLE 4**  
**ADDITIONAL INTELLECTUAL PROPERTY RELATED MATTERS**

4.1 No Implied Licenses. Nothing contained in this Agreement will be construed as conferring any rights by implication, estoppel or otherwise, under any Intellectual Property or Intellectual Property Rights, other than as expressly granted in this Agreement, and all other rights under any Intellectual Property and Intellectual Property Rights licensed to a party or its Affiliates hereunder are expressly reserved by the party and its Affiliates granting such license.

4.2 Reconciliation. The parties acknowledge that, as part of the transfer of the Transferred Intellectual Property Rights by the Intellectual Property Assignment Agreements, Veritas Ireland may inadvertently retain or appear to retain Intellectual Property and/or Intellectual Property Rights that should have been or have been transferred to VTLLC pursuant to Article 2 of this Agreement. The parties agree to resolve any such issues in good faith, such as by executing further Intellectual Property Assignment Agreements evidencing the transfer of the Transferred Intellectual Property Rights by Veritas Ireland to VTLLC.

4.3 Third-Party Infringement. No party will have any obligation hereunder to institute or maintain any action or suit against third parties for infringement or misappropriation of any Intellectual Property or Intellectual Property Rights licensed or assigned to the other party hereunder (generally, an “*Infringement Action*”), or to defend (generally, an “*Infringement Defense*”) any action or suit brought by a third party which challenges or concerns the validity of any of such Intellectual Property or Intellectual Property Rights or which claims that any Intellectual Property or Intellectual Property Rights licensed or assigned to the other party hereunder, or their use thereof, infringes or constitutes a misappropriation of any Intellectual Property or Intellectual Property Rights of any third party (generally, a “*Third Party Infringement Claim*”). Each party agrees to provide notice to the other party prior to undertaking an Infringement Action, and promptly upon receipt of any Third Party Infringement Claim, or submitting to an Infringement Defense.

**ARTICLE 5**  
**CONFIDENTIAL INFORMATION AND TRADE SECRETS**

5.1 Confidential Information. Veritas Ireland will treat any and all information concerning the Transferred Intellectual Property Rights as confidential information (“*Confidential Information*”) and shall hold all Confidential Information in strict confidence, shall protect all Confidential Information from disclosure to or access by third parties, and shall not use any Confidential Information for its own purposes or for the purposes of any third parties. Any Confidential Information will cease to qualify as Confidential Information if such Confidential Information (a) becomes publicly available without breach of this Agreement, or (b) is obtained from a third party after the Effective Date lawfully in possession of such Confidential Information and such third party provides the Confidential Information without breach of any duty of confidentiality owed directly or indirectly to the Confidential Information owner (VTLLC and/or their Affiliates, as may be applicable).

5.2 Trade Secrets. Veritas Ireland will maintain the confidentiality of the Trade Secrets included in the Transferred Intellectual Property Rights, and Veritas Ireland will maintain the confidentiality of the Trade Secrets licensed under Section 3.1 above. With respect to the Trade Secrets licensed hereunder, each party will use the same degree of care as it uses to protect its own Trade Secrets, but in any case no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication of such Trade Secrets. Any third party disclosure necessary to exploit the Trade Secrets will be made only under a confidentiality agreement with terms no less restrictive than those of this Article. Any Trade Secret will cease to qualify as confidential information if such Trade Secret (a) becomes publicly available without breach of this Agreement, or (b) is obtained from a third party after the Effective Date lawfully in possession of such Trade Secret and such third party provides the Trade Secret without breach of any duty of confidentiality owed directly or indirectly to the Trade Secret owner (VTLLC and/or their Affiliates, as may be applicable).

## **ARTICLE 6 LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER**

6.1 Limitation of Liability. IN NO EVENT WILL ANY PARTY HERETO OR SUCH PARTY'S AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT (OTHER THAN ARISING BY REASON OF OR RESULTING FROM EFFORTS TO MITIGATE LOSSES), INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING IN ANY WAY OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT, HOWEVER, LIMIT THE DAMAGES AVAILABLE TO A PARTY (A) FOR INFRINGEMENT OR MISAPPROPRIATION OF ITS INTELLECTUAL PROPERTY OR INTELLECTUAL PROPERTY RIGHTS BY ANOTHER PARTY, (B) FOR BREACHES OF ARTICLE 5, OR (C) FOR ANY SUCH DAMAGES OR LOST PROFITS OF A THIRD PARTY THAT A PARTY TO THIS AGREEMENT BECOMES OBLIGATED TO PAY IN CONNECTION WITH A THIRD-PARTY CLAIM.

6.2 Warranties Disclaimer. EACH PARTY ACKNOWLEDGES AND AGREES THAT ALL INTELLECTUAL PROPERTY AND INTELLECTUAL PROPERTY RIGHTS, TECHNOLOGY, INFORMATION, AND PROPRIETARY RIGHTS TRANSFERRED, ASSIGNED, LICENSED, OR GRANTED HEREUNDER ARE TRANSFERRED, ASSIGNED, LICENSED, AND GRANTED WITHOUT ANY WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ENFORCEABILITY OR NON-INFRINGEMENT. NO PARTY MAKES ANY WARRANTY OR REPRESENTATION THAT ANY MANUFACTURE, USE, IMPORTATION, OFFER FOR SALE OR SALE OF ANY PRODUCT OR SERVICE WILL BE FREE FROM INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY OR INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

**ARTICLE 7**  
**TRANSFERABILITY AND ASSIGNMENT**

7.1 Assignment of Agreement. Veritas Ireland and VTLLC may each assign this Agreement, in whole or in part, together with all of the rights or licenses granted pursuant to this Agreement, without obligation to provide notice to, or obtain the consent of the other party, (a) to a controlled Affiliate, whether existing as of the Effective Date or formed thereafter, in connection with a reorganization, reincorporation, or for other similar tax or administrative purposes; (b) for collateral security purposes to the lenders, investors, or other third parties in connection with providing a security interest in and to any Intellectual Property or Intellectual Property Rights of such party; and (c) in connection with a merger, consolidation, or sale of all, or substantially all, of one or more of the businesses, Affiliates, Subsidiaries, divisions, or business groups of such party, or any material portion of the assets to which the applicable license granted herein relates.

7.2 Assignment of Licensed IP. The licenses granted to the other party herein will be deemed to be binding upon any assignee, purchaser, or transferee of any Intellectual Property and Intellectual Property Rights licensed herein. Any such assignee, purchaser or transferee is deemed to assume such license obligations automatically. Without limiting the foregoing, the license rights granted under this Agreement will not apply to any products or services of an assignee or of any acquirer of all or part of the business of VTLLC or Veritas Ireland that are in existence prior to the date of the applicable assignment or acquisition.

7.3 Assignment Provisos. For clarity, and notwithstanding the foregoing to the contrary, nothing in this Article shall diminish or limit the rights of the parties to sublicense any Intellectual Property or Intellectual Property Rights licensed under this Agreement as expressly provided elsewhere in this Agreement.

**ARTICLE 8**  
**NO REVOCATION AND TERMINATION OF LICENSE RIGHTS**

8.1 No Revocation. The parties agree that, without limiting a party's other rights and remedies hereunder, rescission of this Agreement, or termination of the licenses granted under this Agreement, shall not be an available remedy for any party's breach of, or default under, this Agreement.

8.2 Termination by Licensee. A party may terminate any license granted to it (or any of its Affiliates) hereunder as to any Intellectual Property and/or Intellectual Property Right licensed to it (or any of its Affiliates) hereunder by written notice of such termination to the other party. Notwithstanding anything in this Agreement to the contrary, upon any termination of the license to any Intellectual Property or Intellectual Property Right pursuant to the preceding sentence, all other rights and licenses granted under this Agreement that are in effect at the time of such termination will survive and remain in full force and effect.



8.3 Effect of Termination; Survival. Upon the termination of an Intellectual Property or Intellectual Property Right licensed hereunder, the party receiving the license hereunder will not have any rights whatsoever to use such Intellectual Property or Intellectual Property Right subsequent to the date of such termination and will (and will cause each of its Affiliates to) immediately cease using such Intellectual Property or Intellectual Property Right; provided that such party may continue using the Intellectual Property or Intellectual Property Right for a reasonable wind-down period sufficient to facilitate an orderly winding down of its use, in any event not to exceed ninety (90) days. Notwithstanding anything in this Agreement to the contrary, Article 5, Article 6, this Section 8.3 and Article 9 will survive any termination of this Agreement (other than a termination pursuant to the last sentence of Section 8.2) in whole or in part.

**ARTICLE 9  
MISCELLANEOUS.**

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

9.2 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law principles of such state.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Transfer, Assignment, and License Agreement to be duly executed and to be effective as of the Effective Date.

**VERITAS TECHNOLOGIES LLC**

By:  \_\_\_\_\_

Name: Edward Malysz

Title: Secretary

Date: October 25, 2021

**VERITAS STORAGE (IRELAND) LTD.**

By: \_\_\_\_\_

Name: Shibu Ninan

Title: Director

Date:

**TRADEMARK**

**REEL: 007495 FRAME: 0673**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Transfer, Assignment, and License Agreement to be duly executed and to be effective as of the Effective Date.

**VERITAS TECHNOLOGIES LLC**

By: \_\_\_\_\_

Name: Edward Malysz

Title: Secretary

Date:

**VERITAS STORAGE (IRELAND) LTD.**

By:  \_\_\_\_\_  
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Name: Shibu Ninan

Title: Director

Date: October 28, 2021

**SCHEDULE A**



**TRANSFERRED INTELLECTUAL PROPERTY RIGHTS**

**PATENTS**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Patent/Registration/ Publication No.</b>
Methods and Systems Relating to Network Based Storage	United States	15/346,094	10,516,669
Methods and Systems Relating to Network Based Storage	United States	16/681,033	2020/0084215
Methods and Systems Relating to Network Based Storage	United States	15/982,255	2018/0336210
Methods and Systems Relating to Network Based Storage	United States	16/044,945	10,838,828
Methods and Systems Relating to Network Based Storage	United States	17/098,773	2021/0073084
Methods and Systems Relating to Network Based Storage	United States	62/254,258	n/a
Methods and Systems Relating to Network Based Storage	United States	62/507,960	n/a
Methods and Systems Relating to Network Based Storage	United States	62/536,677	n/a
Methods and Systems Relating to Network Based Storage Retention	United States	17/125,054	2021/0141698

**TRANSFERRED INTELLECTUAL PROPERTY RIGHTS**

**TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Registration No.</b>
HUBSTOR (design) 	Canada	2039795	
HUBSTOR	Canada	2039791	
HUBSTOR	United States	90066768	
HUBSTOR (design) 	United States	90066785	

**TRANSFERRED INTELLECTUAL PROPERTY RIGHTS**

**DOMAINS**

hubstor.net  
hubstor.co  
hubstor.info  
hubstordev2.com  
hubstorjournaling.net  
onhubstor.net