

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858681

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| D2IQ, INC. | | 11/17/2023 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | NUTANIX, INC. | | |
| Street Address: | 1740 Technology Drive | | |
| Internal Address: | Suite 150 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95110 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6252092 | KAPTAIN | |
| Registration Number: | 6186037 | D2IQ | |
| Registration Number: | 6201447 | KONVOY | |
| Registration Number: | 6456484 | DISPATCH | |
| Registration Number: | 5370462 | MESOSPHERE | |
| Registration Number: | 5514067 | MESOSPHERE | |
| Registration Number: | 5386976 | MESOSPHERE | |
| Registration Number: | 5386974 | MESOSPHERE | |
| Registration Number: | 5386975 | MESOSPHERE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2026725300 | | |
| <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: | (202) 672-5300 | | |
| Email: | IPDocketing@Foley.com, Mlopescarvalho@Foley.com | | |
| Correspondent Name: | Foley & Lardner LLP | | |
| Address Line 1: | 3000 K Street N.W. | | |
| Address Line 2: | Suite 600 | | |
| Address Line 4: | Washington, D.C. 20007 | | |

OP \$240.00 6252092

| | |
|---|------------------------|
| NAME OF SUBMITTER: | Maria Lopes-Carvalho |
| SIGNATURE: | /Maria Lopes-Carvalho/ |
| DATE SIGNED: | 12/05/2023 |
| Total Attachments: 8 source=D2IQ Intellectual Property Assignment Agreement to Nutanix, Inc#page1.tif source=D2IQ Intellectual Property Assignment Agreement to Nutanix, Inc#page2.tif source=D2IQ Intellectual Property Assignment Agreement to Nutanix, Inc#page3.tif source=D2IQ Intellectual Property Assignment Agreement to Nutanix, Inc#page4.tif source=D2IQ Intellectual Property Assignment Agreement to Nutanix, Inc#page5.tif source=D2IQ Intellectual Property Assignment Agreement to Nutanix, Inc#page6.tif source=D2IQ Intellectual Property Assignment Agreement to Nutanix, Inc#page7.tif source=D2IQ Intellectual Property Assignment Agreement to Nutanix, Inc#page8.tif | |

EXHIBIT 9.1(C)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*Assignment*”) is hereby entered into on November 17, 2023 (the “*Effective Date*”), by, between, and among D2IQ (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of D2iQ, Inc. (the foregoing, together with all subsidiaries, “*Assignor*”), and Nutanix, Inc. (“*Assignee*”).

1. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor’s right, title and interest in, to and under, all of the following (hereafter collectively referred to as “*Transferred Intellectual Property*”):
 - a. the entire worldwide right, title and interest of Assignor in and to each and all patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding national patent applications and all inventions, improvements and discoveries, whether or not disclosed in said patents and applications, including but not limited to those set forth in Schedule A hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment set forth in this Assignment had not been made;
 - b. the full and complete right to file patent applications in the name of the Assignor, at the Assignee’s, or its designee’s election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world;
 - c. the entire right, title and interest of Assignor in and to any patent which may issue thereon in the United States or in any country worldwide, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;
 - d. any and all trademark and service mark rights throughout the world, including any and all applications, registrations, and common law marks, whether registered or not and whether currently in use or not, together with the goodwill of the business associated with and symbolized by same, held by Assignor, including, but not limited to those set forth on Schedule B hereto, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past,

present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

- e. any and all copyrights and similar rights throughout the world, including any and all copyright applications, registrations, and like protections, whether registered or not, whether published or unpublished, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;
 - f. any and all trade secret rights, including rights Assignor may have under the laws governing confidential information or rights in law to prevent the unauthorized use or disclosure of such information; and
 - g. all Intellectual Property Assets and other Intellectual Property Rights in and to the Purchased Assets (defined in the Asset Purchase Agreement between Assignor and Assignee dated November 17, 2023).
2. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Assignor in, to and under the Transferred Intellectual Property, including all worldwide right, title and interest of Assignor in, to and under the Transferred Intellectual Property, together with the right of Assignor to claim priority in all countries in accordance with international law, any and all rights of Assignor corresponding to said Transferred Intellectual Property in countries throughout the world, and all of Assignor's rights to sue for past, present or future infringement of said Transferred Intellectual Property worldwide together with all claims for damages by reason of past, present or future infringement of said Transferred Intellectual Property, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes and requests the United States Patent and Trademarks Office, and any other country or region governmental patent or trademark authority worldwide, to issue patents and trademarks and copyrights to Assignee or its designee in accordance with this Assignment.
3. Assignor represents and warrants that Assignor has made no other agreements establishing any other encumbrances, liens, security interests, or third-party interests on or to the Transferred Intellectual Property, and will henceforth make none, and that Assignor has full and complete authority to make this Assignment.
4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or

electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
6. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

Signature page follows

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

D2iQ (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of D2iQ, Inc.

By: _____

Its: _____

ASSIGNEE:

Nutanix, Inc.

DocuSigned by:
By: Tarkan Maner
642C2BA08EFD4E3...

Its: Chief Commercial officer

SCHEDULE A

Patents

| Title | Patent Number | Publication Date | Application Number | Application Date | Jurisdiction |
|--|----------------------|-------------------------|---------------------------|-------------------------|---------------------|
| Fine grained container security | US10270759 | 4/23/2019 | 15/628,843 | 6/21/2017 | United States |
| Application monitoring using workload metadata | US10282273 | 5/7/2019 | 15/226,874 | 8/2/2016 | United States |
| Distributed package management using meta-scheduling | US10509637 | 12/17/2019 | 15/829,740 | 12/1/2017 | United States |
| Oversubscription scheduling | US10733023 | 8/4/2020 | 15/227,348 | 8/3/2016 | United States |
| Resolving cluster computing task interference | US10761902 | 9/1/2020 | 15/903,912 | 2/23/2018 | United States |
| Multistep automated scaling for cluster containers | US10846144 | 11/24/2020 | 15/832,370 | 12/5/2017 | United States |
| Application monitoring using workload metadata | US11061804 | 7/13/2021 | 16/359,698 | 3/20/2019 | United States |
| Oversubscription scheduling | US11220688 | 1/11/2022 | 16/900,750 | 6/12/2020 | United States |
| Resolving cluster computing task interference | US11416310 | 8/16/2022 | 16/936,069 | 7/22/2020 | United States |
| Distributed package management using meta-scheduling | US11487622 | 11/1/2022 | 16/679,771 | 11/11/2019 | United States |
| Application monitoring using workload metadata | US11726896 | 8/15/2023 | 17/345,801 | 6/11/2021 | United States |
| Resolving cluster computing task interference | US11797355 | 10/24/2023 | 17/862,030 | 7/11/2022 | United States |
| APPLICATION MONITORING USING WORKLOAD METADATA | US20190266067 | 8/29/2019 | 16/359,698 | 3/20/2019 | United States |
| DISTRIBUTED PACKAGE MANAGEMENT USING META- | US20200218524 | 7/9/2020 | 16/679,771 | 11/11/2019 | United States |

| Title | Patent Number | Publication Date | Application Number | Application Date | Jurisdiction |
|--|---------------|------------------|--------------------|------------------|---------------|
| SCHEDULING | | | | | |
| OVERSUBSCRIPTION SCHEDULING | US20220195434 | 6/23/2022 | 17/544,810 | 12/7/2021 | United States |
| DISTRIBUTED PACKAGE MANAGEMENT USING META-SCHEDULING | US20230070985 | 3/9/2023 | 17/957,803 | 9/30/2022 | United States |
| Software container format | US9823915 | 11/21/2017 | 15/173,509 | 6/3/2016 | United States |
| Distributed package management using meta-scheduling | US9880825 | 1/30/2018 | 14/931,714 | 11/3/2015 | United States |
| FILTER PIPELINES AND BUS ARCHITECTURE FOR OVERSUBSCRIPTION | - | - | 62/202,042 | 08/06/2015 | United States |
| DISTRIBUTED PACKAGE MANAGEMENT USING META-SCHEDULING | - | - | 62/202,047 | 08/06/2015 | United States |
| MESOSPHERE CONTAINER FORMAT | - | - | 62/202,049 | 08/06/2015 | United States |
| WORKLOAD METADATA | - | - | 62/202,066 | 08/06/2015 | United States |

SCHEDULE B

Trademarks

| Mark | Application No. | Filing Date | Registration No. | Registration Date | Jurisdiction |
|-------------|------------------------|--------------------|-------------------------|--------------------------|-----------------------|
| KAPTAIN | 88/441304 | 5/22/2019 | 6252092 | 1/19/2021 | United States |
| D2IQ | 88/441255 | 5/22/2019 | 6186037 | 10/27/2020 | United States |
| KONVOY | 88/478017 | 6/18/2019 | 6201447 | 11/17/2020 | United States |
| D2IQ | 2028931 | 8/8/2019 | 2028931 | 1/7/2020 | Australia |
| D2IQ | 1979355 | 8/7/2019 | | | Canada |
| D2IQ | 18104871 | 8/8/2019 | 18104871 | 1/9/2020 | European Community |
| D2IQ | 3419861 | 8/8/2019 | 3419861 | 11/1/2019 | United Kingdom |
| DISPATCH | 88/651788 | 10/11/2019 | 6456484 | 8/17/2021 | United States |
| D2IQ | 49528236 | 9/7/2020 | 49528236 | 1/21/2022 | China |
| D2IQ | UK00918104871 | 8/8/2019 | UK00918104871 | 1/9/2020 | United Kingdom |
| D2IQ | 55042171 | 4/8/2021 | 55042171 | 12/28/2021 | China |
| MESOSPHERE | 86631723 | 5/15/2015 | 5370462 | 1/2/2018 | United States |
| MESOSPHERE | 86606222 | 4/22/2015 | 5514067 | 7/10/2018 | United States |
| MESOSPHERE | 86458665 | 11/19/2014 | 5386976 | 1/23/2018 | United States |
| MESOSPHERE | 86458644 | 11/19/2014 | 5386974 | 1/23/2018 | United States |
| MESOSPHERE | 86458661 | 11/19/2014 | 5386975 | 1/23/2018 | United States |