PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ArcSight, LLC.	10/07/2011

RECEIVING PARTY DATA

Name:	Hewlett-Packard Development Company, L.P.
Street Address:	11445 Compaq Center Drive West
City:	Houston
State/Country:	TEXAS
Postal Code:	77070

PROPERTY NUMBERS Total: 53

Property Type	Number
Application Number:	10308415
Application Number:	12098322
Application Number:	10308767
Application Number:	10308548
Application Number:	12791556
Application Number:	10308416
Application Number:	10308418
Application Number:	12557229
Application Number:	10308417
Application Number:	12616649
Application Number:	10308585
Application Number:	11740203
Application Number:	10655062
Application Number:	11836251
Application Number:	10733073

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Application Number:	12493012
Application Number:	10698814
Application Number:	10683221
Application Number:	10683191
Application Number:	10821459
Application Number:	10839613
Application Number:	12243838
Application Number:	10976075
Application Number:	10975962
Application Number:	12620345
Application Number:	10974105
Application Number:	11029920
Application Number:	12630573
Application Number:	11021601
Application Number:	12861668
Application Number:	11070024
Application Number:	11398863
Application Number:	11923502
Application Number:	11923513
Application Number:	10905537
Application Number:	12789318
Application Number:	12881036
Application Number:	12942890
Application Number:	11966078
Application Number:	12554541
Application Number:	13031079
Application Number:	13443682
PCT Number:	US2005015933
PCT Number:	US2007065886
PCT Number:	US2007082560
PCT Number:	US2007082562
PCT Number:	US2010036580
PCT Number:	US2010056015
PCT Number:	US2007089027
PCT Number:	US2009056090

	US2011040011
PCT Number:	US2011038745
PCT Number:	US2011037318

CORRESPONDENCE DATA

Fax Number:	9707784063

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	(541)715-8443
Email:	pto.assignments@hp.com
Correspondent Name:	Hewlett-Packard Company
Address Line 1:	3404 E. Harmony Road MS 35
Address Line 2:	Intellectual Property Administration
Address Line 4:	Fort Collins, COLORADO 80528

NAME OF SUBMITTER:	Marcy L. Molz

Total Attachments: 9
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ASSIGNMENT AND TRANSFER AGREEMENT

BETWEEN

ArcSIGHT, LLC

AND

HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P.

RE: LEGAL TITLE TO CERTAIN INTELLECTUAL PROPERTY RIGHTS

ArcSight, LLC (formerly known as ArcSight, Inc.) a limited liabilty company formed and existing under the laws of the state of Delaware with a principal place of business at 5 Results Way, Cupertino, CA 95014 (hereinafter "Assignor"), and

Hewlett-Packard Development Company, L.P., a limited partnership organized under the laws of Texas with a principal office and place of business at 11445 Compaq Center Drive West, Houston, TX 77707, U.S.A. (hereinafter "Assignee"), hereby establish this Assignment and Transfer Agreement (hereinafter "Agreement") effective on the 1st of October , 2011.

RECITALS

WHEREAS, Assignor is the legal and beneficial holder of Intellectual Property (as defined below) other than trademarks, service marks or trade names (and associated rights) as recognized (the "Transferred IP").

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to acquire from Assignor, legal title to the Transferred IP, for the consideration stated herein and otherwise upon the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1. "Effective Date" means the date identified in the preamble above.

1.2. "Intellectual Property" means: (a) inventions, patents (including, but not limited to, design and utility patents), or utility models, (b) copyrights, rights in writings, other works of authorship, or mask work rights, (c) trade secrets and similar rights in confidential information, (d) trademarks, service marks, or trade names (and associated rights), (e) corresponding intellectual and industrial property rights in any jurisdiction and (f) applications and registrations of any of the foregoing.

2. ASSIGNMENT OF LEGAL TITLE TO THE TRANSFERRED IP

2.1. Subject to the terms of this Agreement, hereby assigns and transfers legal title to the Transferred IP and Assignee hereby acquires the same together with all rights and obligations

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attaching thereto (including without limitation, the right to sue for past damages) the Transferred IP, as of the Effective Date.

2.2.   The aggregate consideration for the assignment and transfer of legal title to the Transferred IP shall be as set forth in a certain Intellectual Property Management Agreement to be entered into by Assignor and Assignee contemporaneously with this Agreement.

2.3.   The assignment and transfer of legal title to the Transferred IP shall take place on the Effective Date.

2.4.   Both Assignor and Assignee shall procure that any other necessary party shall, execute all such documents and do all such acts and things as may be required by the other party on or subsequent to completion for securing the assignment and transfer of legal title to the Transferred IP in accordance with this Agreement.

3. REPRESENTATIONS AND WARRANTIES

3.1.   Assignor represents and warrants as follows on the date of this Agreement:

3.1.1. Assignor has been duly established and is validly existing and in good standing as a corporation under the laws of Delaware and has full power and authority to enter into this Agreement;

3.1.2. This Agreement has been duly authorized, executed and delivered by Assignor and will constitute a valid and binding agreement of Assignor enforceable in accordance with its terms subject to the enforcement of remedies as to applicable bankruptcy rule, reorganization or solvency and other laws affecting the rights of creditors generally and general principles of equity and the discretion of the court; and

3.1.3. Assignor is the legal and beneficial owner of the Transferred IP as of the Effective Date and has the absolute right to assign, convey, transfer and deliver legal title to the Transferred IP in accordance with the timetable contemplated under this Agreement.

3.2.   Assignee represents and warrants as follows on the date of this Agreement:

3.2.1. Assignee has been duly established and is validly existing and in good standing as a limited partnership under the laws of Texas and has full power and authority to enter into this Agreement; and

3.2.2. This Agreement has been duly authorized, executed and delivered by Assignee and will constitute a valid and binding agreement for Assignee enforceable in accordance with its terms subject to the enforcement of remedies as to applicable bankruptcy rule, reorganization or solvency and other laws affecting the rights of creditors generally and general principles of equity and the discretion of the court.

4. MISCELLANEOUS

4.1.   **Entire Agreement.** This Agreement comprises the entire understanding between the parties with respect to its subject matters and supersedes any previous communications, representations, or agreements, whether oral or written, relating to the subject matter hereof. For purposes of construction, this Agreement will be deemed to have been

drafted by both parties. No modification of this Agreement will be binding on either party unless in writing and signed by an authorized representative of each party.

4.2. **Exhibits.** Each Exhibit attached to this Agreement is deemed a part of this Agreement and incorporated herein wherever reference to it is made.

4.3. **Governing Law and Jurisdiction.** This Agreement will be governed in all respects by the laws of the State of Delaware without reference to any choice of law provisions. Any dispute between the parties shall be subject to the exclusive jurisdiction of the Federal Court of the District of Delaware. The parties agree that United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

4.4. **Headings.** The headings used in this Agreement are intended principally for convenience and shall not be used by themselves in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

4.5. **Independent Contractor Status of the Parties.** The parties hereto intend and agree that they are independent contractors and that nothing in this Agreement shall be interpreted or construed as establishing the relationship of agency, partnership, or joint venture between Assignor (or any of its employees and consultants), on the one hand, and Assignee (or any of its employees and consultants), on the other hand.

4.6. **Precedence.** It is the intent of the parties that this Agreement shall be controlling and dispositive with respect to all rights, privileges, licenses, and obligations of the parties relating to the intellectual property of the parties. To the extent that the terms of any prior agreement between the parties might vary, contradict, expand, or contract any provision of this Agreement with respect to the Intellectual Property rights of the parties after the Effective Date, such prior agreements are hereby superseded to that same extent. This Agreement may not be modified in any way except by a written amendment that explicitly refers to this Agreement. Should any provision of any future agreement between the parties appear to any extent to vary, contradict, expand, or contract the rights, privileges, licenses, and obligations of the parties relating to intellectual property, such provision shall be void and without force or effect to that same extent.

4.7. **Severability.** If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited, or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The parties agree to negotiate in good faith a valid, enforceable, substitute provision that most nearly effects the parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.

4.8. **Waiver.** The waiver of any term, condition, or provision of this Agreement must be in writing and signed by an authorized representative of the waiving party. Any such waiver will not be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.
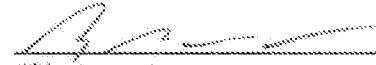
ArcSight IP Assignment and Transfer Agreement   HP Confidential

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives:

"Assignor"
ARCSIGHT, LLC

"Assignee"
HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P.

By: HPQ Holdings, LLC, its General Partner

_____
(Signature)

By: _____
(Signature)

Paul T. Porrini
_____
(Printed Name)

Bruce Ives
_____
(Printed Name)

Manager
_____
(Title)

Manager
_____
(Title)

___10/7/11_____
(Execution Date)

___7 october 2011_____
(Execution Date)

Confidential

PATENT
REEL: 029308 FRAME: 0935

Schedule A – Patents and Patent Applications

App Title	Country	Application Date	App. No.	Publication Date	Publication Number	Registration Date	Patent No.
Real Time Monitoring And Analysis Of Events From Multiple Network Security Devices	United States of America	02 Dec 2002	10/308415			20 May 2008	7376969
Real Time Monitoring And Analysis Of Events From Multiple Network Security Devices	United States of America	04 Apr 2008	12/098322			08 Nov 2011	8056130
Correlation Engine With Support For Time-Based Rules	United States of America	02 Dec 2002	10/308767			08 May 2012	8176527
Modular Agent For Network Security Intrusion Detection System	United States of America	02 Dec 2002	10/308548			31 Aug 2010	7788722
Modular Agent For Network Security Intrusion Detection System	United States of America	01 Jun 2010	12/791556			24 Jul 2012	8230507
Method And Apparatus For Exercising And Debugging Correlations For Network Security System	United States of America	02 Dec 2002	10/308416			01 Mar 2011	7899901
User Interface For Network Security Console	United States of America	02 Dec 2002	10/308418			20 Oct 2009	7607169
Displaying Information Regarding Time-Based Events	United States of America	10 Sep 2009	12/557229				
Network Security Monitoring System Employing Bi-Directional Communication	United States of America	02 Dec 2002	10/308417			19 Jan 2010	7650638

Network Monitoring System Employing Bi-Directional Communication	United States of America	11 Nov 2009	12/616649				
Method For Batching Events For Transmission By Software Agent	United States of America	02 Dec 2002	10/308585			15 May 2007	7219239
Method For Batching Events For Transmission By Software Agent	United States of America	25 Apr 2007	11/740203				
Threat Detection In A Network Security System	United States of America	03 Sep 2003	10/655062			21 Aug 2007	7260844
Threat Detection In A Network Security System	United States of America	09 Aug 2007	11/836251			28 Dec 2010	7861299
Synchronizing Network Security Devices Within A Network Security System	United States of America	10 Dec 2003	10/733073			21 Jul 2009	7565696
Timestamp Modification In A Network Security System	United States of America	26 Jun 2009	12/493012			24 Jul 2012	8230512
Expression Editor	United States of America	30 Oct 2003	10/698814			19 Feb 2008	7333999
Hierarchical Architecture In A Network Security System	United States of America	10 Oct 2003	10/683221			06 Sep 2011	8015604
Hierarchical Architecture In A Network Security System	United States of America	10 Oct 2003	10/683191				
Comparing Events From Multiple Network Security Devices	United States of America	09 Apr 2004	10/821459				
Pattern Discovery In A Network Security System	United States of America	04 May 2004	10/839613	10 Nov 2005	20050251 860	24 Mar 2009	7509677
Pattern Discovery In A Network System	United States of America	01 Oct 2008	12/243838	05 Mar 2009	20090064 333	19 Jul 2011	7984502

Pattern Discovery In A Network Security System	Patent Cooperation Treaty	04 May 2005	PCT/US2005/015933	17 Nov 2005	2005/107424		
Dynamic Security Events And Event Channels In A Network Security System	United States of America	27 Oct 2004	10/976075			09 Sep 2008	7424742
Security Event Aggregation At Software Agent	United States of America	27 Oct 2004	10/975962			05 Jan 2010	7644438
Event Aggregation In A Network	United States of America	17 Nov 2009	12/620345			17 Jan 2012	8099782
Network Zone Identification In A Network Security System	United States of America	27 Oct 2004	10/974105				
Object Reference In A System	United States of America	04 Jan 2005	11/029920			12 Jan 2010	7647632
Object Reference In A System	United States of America	03 Dec 2009	12/630573			22 Nov 2011	8065732
Adjusting Sensor Time In A Network Security System	United States of America	23 Dec 2004	11/021601			05 Oct 2010	7809131
Adjusting Sensor Time In A Network Security System	United States of America	23 Aug 2010	12/861668				
Message Parsing In A Network Security System	United States of America	01 Mar 2005	11/070024			30 Nov 2010	7844999
Merging Multiple Log Entries In Accordance With Merge Properties And Mapping Properties	United States of America	05 Apr 2006	11/398863	08 Nov 2007	20070260931	14 Oct 2008	7437359
Merging Multi-Line Log Entries	Patent Cooperation Treaty	03 Apr 2007	PCT/US2007/065886				
Tracking Changing State Data To Assist In Computer Network Security	Patent Cooperation Treaty	25 Oct 2007	PCT/US2007/082560				
Tracking Changing State Data to Assist in Computer Network Security	United States of America	24 Oct 2007	11/923502	01 May 2008	20080104046		

Real-Time Identification Of An Asset Model And Categorization Of An Asset To Assist In Computer Network Security	Patent Cooperation Treaty	25 Oct 2007	PCT/US2007/082562				
Real-Time Identification Of An Asset Model And Categorization Of An Asset To Assist In Computer Network Security	United States of America	24 Oct 2007	11/923513	01 May 2008	20080104276	31 Jan 2012	8108550
System And Method For Coordinating Network Incident Response Activities	United States of America	10 Jan 2005	10/905537	21 Sep 2006	20060212932		
Specifying A Parser Using A Properties File	Patent Cooperation Treaty	28 May 2010	PCT/US2010/036580	17 Feb 2011	2010138818		
Specifying a Parser Using a Properties File	United States of America	27 May 2010	12/789318	02 Dec 2010	20100306285		
Extracting Information From Unstructured Data And Mapping The Information To A Structured Schema Using The Naïve Bayesian Probability Model	United States of America	13 Sep 2010	12/881036	17 Mar 2011	20110066585		
Enabling Full-Text Searching Using A Structured Data Store	Patent Cooperation Treaty	09 Nov 2010	PCT/US2010/056015	12 May 2011	2011/057259		
Enabling Full-Text Searching Using A Structured Data Store	United States of America	09 Nov 2010	12/942890	12 May 2011	20110113048		

Patent Assignment - HEWLETT-PACKARD COMPANY TO HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P.

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Storing Log Data Efficiently While Supporting Querying To Assist in Computer Network Security	Patent Cooperation Treaty	28 Dec 2007	PCT/US2007/089027	10 Jul 2008	WO2008/0 83267		
Storing Log Data Efficiently While Supporting Querying To Assist In Computer Network Security	United States of America	28 Dec 2007	11/966078	03 Jul 2008	20080162 592		
Storing Log Data Efficiently While Supporting Querying	United States of America	04 Sep 2009	12/554541	14 Jan 2010	20100011 031		
Storing Log Data Efficiently While Supporting Querying	Patent Cooperation Treaty	04 Sep 2009	PCT/US2009/056090	11 Mar 2010	WO2010/0 28279		
Method And Apparatus For Exercising And Debugging Correlations For Network System	United States of America	18 Feb 2011	13/031079	16 Jun 2011	20110145 711		
QUERY PIPELINE	Patent Cooperation Treaty	10 Jun 2011	PCT/US2011/040011	15 Dec 2011	WO2011/1 56731		
Dynamic Multidimensiona l Schemas for Event Monitoring	Patent Cooperation Treaty	01 Jun 2011	PCT/US2011/038745	08 Dec 2011	2011/1532 27		
SECURITY THREAT DETECTION ASSOCIATED WITH SECURITY EVENTS AND AN ACTOR CATEGORY MODEL	Patent Cooperation Treaty	20 May 2011	PCT/US2011/037318	01 Dec 2011	WO2011/1 49773		
Correlation Engine With Support For Time-Based Rules	United States of America	10 Apr 2012	13/443682	11 Oct 2012	20120260 306		

Patent Assignment - HEWLETT-PACKARD COMPANY TO HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P.