

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BRIAN BINGHAM	04/30/2013
TRISTAN FLETCHER	04/30/2013
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<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14609335
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<b>ATTORNEY DOCKET NUMBER:</b>	SP0027.02US
<b>NAME OF SUBMITTER:</b>	A. RICHARD PARK
<b>SIGNATURE:</b>	/A. Richard Park/
<b>DATE SIGNED:</b>	02/25/2016
<b>Total Attachments: 2</b>	
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source=SP0027.US01 Assignment#page2.tif	

**ASSIGNMENT**  
(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

“STALE PERFORMANCE ASSESSMENT OF A HYPERVISOR,”

the specification of which is provided with this Assignment and identified by the Attorney Docket No. above. (Serial No. 13/874,441 filed on April 30, 2013 )

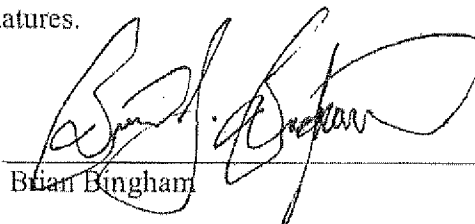
For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Splunk Inc., a corporation of the State of California having a principal place of business at 250 Brannan Street, San Francisco, CA 94107 (“Assignee”), the entire right, title, and interest in and to:
  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
  - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
  - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

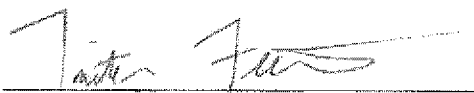
- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
  3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
  4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
  5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.
  6. Authorize Kilpatrick Townsend & Stockton to insert above the application number and filing date of the above-described patent application when known.

Signed on the dates indicated beside our signatures.

Date April 30th, 2013

  
Brian Bingham

Date April 30, 2013

  
Tristan Fletcher