

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AARON BEACH	11/15/2016
TIMOTHY MICHAEL JENKINS	11/15/2016
RECEIVING PARTY DATA	
Name:	SENDGRID, INC.
Street Address:	1401 WALNUT STREET
Internal Address:	SUITE 500
City:	BOULDER
State/Country:	COLORADO
Postal Code:	80302
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15248642
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	2124796559
Email:	zpatdcdocketing@cooley.com
Correspondent Name:	COOLEY LLP, ATTN: PATENT GROUP
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	SEND-001/01US 316480-2002
NAME OF SUBMITTER:	ASHANTHI M. SERALATHAN
SIGNATURE:	/Ashanthi M. Seralathan/
DATE SIGNED:	01/27/2017
Total Attachments: 6	
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ASSIGNMENT

Aaron BEACH, residing at 6800 W. 16th Avenue, Lakewood, CO 80214 and Timothy Michael JENKINS, residing at 16923 Cramer Circle, Riverside, CA 92504 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled METHODS AND APPARATUS FOR THROTTLING ELECTRONIC COMMUNICATIONS BASED ON UNIQUE RECIPIENT COUNT USING PROBABILISTIC DATA STRUCTURES, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ;
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 15/248,642, and filed on August 26, 2016; and/or
- (3) ☐ PCT application
 - (a) ☐ bearing Application No. , and filed on .
- (4) ☐ a patent application bearing Serial No. , and filed on ;
and/or
- (5) ☐ attached hereto.

WHEREAS, SendGrid, Inc., a corporation having its principal place of business at 1401 Walnut Street, Suite 500, Boulder, CO 80302 its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by

these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

DAVID L. VAND
COOLEY LLP
PATENT ATTORNEYS
WASHINGTON, D.C.

Date: 11/15/16By: 

Aaron Beach

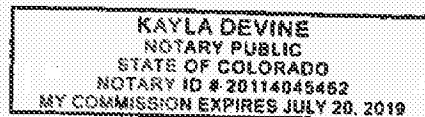
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Colorado)
) ss.
County of Denver)

On 11/15/2016, before me, Kayla Devine,
Notary Public, personally appeared Aaron Beach,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under
PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.




Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 07/20/2019

Date: 11/15/2016

By: *Timothy Michael Jenkins*
Timothy Michael Jenkins

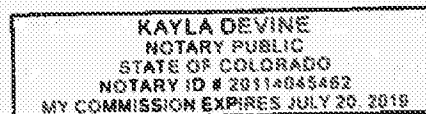
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Colorado)
) ss.
 County of Denver)

On 11/15/2016, before me, Kayla Devine,
 Notary Public, personally appeared Timothy Michael Jenkins,
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me that
 he/she/they executed the same in his/her/their authorized capacity(ies), and that by
 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
 which the person(s) acted, executed the instrument.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under
 PENALTY OF PERJURY under the laws of the State of California that the foregoing
 paragraph is true and correct.

WITNESS my hand and official seal.



Kayla Devine
 Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 07/20/2018

For and on behalf of ASSIGNEE:

Date: 11/15/16

By: [Signature]
 Name: Michael Tognetti
 Title: SVP & General Counsel
 Company: SendGrid, Inc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Colorado
 County of Denver ss.

On 11/15/2016, before me, Kayla Devine,
 Notary Public, personally appeared Michael Tognetti,
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me that
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 which the person(s) acted, executed the instrument.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under
 PENALTY OF PERJURY under the laws of the State of California that the foregoing
 paragraph is true and correct.

WITNESS my hand and official seal.

KAYLA DEVINE
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID # 20114045462
 COMMISSION EXPIRES JULY 20, 2019

[Signature]
 Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 07/20/2019