504208358 02/01/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4255035

		-			
SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY	DATA				
		Name	Execution Date		
INTROSPEX, INC.			12/21/2016		
RECEIVING PARTY D	ΑΤΑ				
Name:	APPDYNAM	JAMICS, INC.			
Street Address:	303 2ND S	ND STREET			
Internal Address:	NORTH TO	ORTH TOWER, 8TH FLOOR			
City:	SAN FRAN	SAN FRANCISCO			
State/Country:	CALIFORN				
Postal Code:	94107				
	1				
PROPERTY NUMBER	S Total: 6				
Property Type		Number			
Patent Number: 891		0190	-		
Patent Number: 911		8679			
Patent Number: 9389		9935	1		
Application Number: 152		07713	1		
		67592	1		
PCT Number:	US1	268312	-		
CORRESPONDENCE	DATA				
Fax Number:	•	3)725-7521			
		e-mail address first; if that is un that is unsuccessful, it will be se			
		-725-7520			
		ket@bachmann-law.com			
Correspondent Name: STEV		VE BACHMANN	/E BACHMANN		
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Address Line 2: BACH		IMANN LAW GROUP			
Address Line 4:	CUF	PERTINO, CALIFORNIA 95014			
ATTORNEY DOCKET N	IUMBER:	APP-0000 INTROSPEX			
NAME OF SUBMITTER:		STEVE BACHMANN			
SIGNATURE:		/Steve Bachmann/			
		00/01/0017			

02/01/2017

DATE SIGNED:

Total Attachments: 5

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ASSIGNMENT OF SELLER REGISTERED INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF SELLER REGISTERED INTELLECTUAL PROPERTY RIGHTS

("**IP** Assignment") is made and entered into as of December 21, 2016, by and between AppDynamics, Inc., a Delaware corporation ("**Buyer**"), and IntroSpex, Inc., a Delaware corporation ("**Seller**"). Buyer and Seller are referred to collectively herein as the "**Parties**." All defined terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement dated as of December 21, 2016, by and between Buyer, Seller and certain significant stockholders (the "**Asset Purchase Agreement**").

RECITALS

WHEREAS, Pursuant to the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**"):

a. the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

b. the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

c. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

d. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

e. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

PATENT REEL: 041149 FRAME: 0591 2. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. <u>Terms of the Asset Purchase Agreement</u>. Each of the Parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the Parties under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this IP Assignment, and, to the extent there shall arise a conflict between this IP Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. <u>Counterparts</u>. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

5. <u>Successors and Assigns</u>. This IP Assignment shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees and successors.

6. <u>Governing Law</u>. This IP Assignment shall be construed and enforced in accordance with the laws of the State of California.

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment of Seller Registered Intellectual Property Rights has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

APPDYNAMICS, INC.

By: _____

Name: Title:

INTROSPEX, INC.

By: Ali He dayati

Name: Ali Hedayati Title: President **IN WITNESS WHEREOF,** this Assignment of Seller Registered Intellectual Property Rights has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

APPDYNAMICS, INC.

DocuSigned by: By:

Name: Randy Gottfried Title: Chief Financial Officer

INTROSPEX, INC.

By: _____

Name: Title:

SCHEDULES

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

• All Seller owned issued patents and filed patent applications pending and expired including those listed in the table below:

App. No.	Filed	Patent No.	Issued	Publication	Published
13/707,508	6-Dec-12	8,910,190	9-Dec-14		
14/531,135	3-Nov-14	9,118,679	25-Aug-15		
14/834,431	24-Aug-15	9,389,935	12-Jul-16		
15/207,713	12-Jul-16			US2016- 0321120	3-Nov-16
61/567,592	5-Dec-11				
PCT/US12/68312	6-Dec-12				

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

• All Seller owned registered trademarks including those listed in the table below:

Trademark Name	Reg. No.	Reg. Date
Introspex	4,419,369	15-Oct-13