

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4913284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
E8 SECURITY, INC.	03/27/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VMWARE, INC.
<b>Street Address:</b>	3401 HILLVIEW AVENUE
<b>City:</b>	PALO ALTO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94304
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15331654
Application Number:	15331650
Application Number:	15331675
Application Number:	62244667
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)427-4818
<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>	
<b>Phone:</b>	650-472-1126
<b>Email:</b>	apsi@fr.com, ipadmin@vmware.com
<b>Correspondent Name:</b>	JAMES KIRYAKOZA
<b>Address Line 1:</b>	VMWARE, INC.
<b>Address Line 2:</b>	3401 HILLVIEW AVENUE
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94304
<b>ATTORNEY DOCKET NUMBER:</b>	38172-0001001
<b>NAME OF SUBMITTER:</b>	MARI BOHNHOFF
<b>SIGNATURE:</b>	/Mari Bohnhoff/
<b>DATE SIGNED:</b>	04/12/2018
<b>Total Attachments: 5</b>	
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## **PATENT ASSIGNMENT AGREEMENT**

THIS PATENT ASSIGNMENT AGREEMENT ("**Agreement**") is dated March 27, 2018 (the "**Effective Date**") and is between E8 Security, Inc., a Delaware corporation, ("**Assignor**") and VMware, Inc., a Delaware corporation ("**Assignee**"). Each of Assignor and Assignee are referred to herein as a "**Party**" or, collectively, as the "**Parties**."

Under the Asset Purchase Agreement, dated March 26, 2018 (the "**Asset Purchase Agreement**"), by and among Assignee, Assignor and the Representative (as defined in the Asset Purchase Agreement), Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in the patents and patent applications set forth below in **exhibit A**; any and all issued patents, continuations, divisional, renewals, extensions, continuations-in-part, reexaminations, reissue applications, foreign counterparts or any other patent or application that claims priority to any of the foregoing or to the patent applications listed in **exhibit A** (the "**Assignor Patents**"), and any and all Assignor Patent Documents (as defined herein).

Assignee desires to acquire all of Assignor's right, title and interest in the Assignor Patents free and clear of all Encumbrances (as defined in the Asset Purchase Agreement).

In exchange for the consideration paid under the Asset Purchase Agreement, the receipt of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee all of Assignor's right, title and interest in the Assignor Patents, including all rights to recover damages for any and all past, current or future infringement, and the right to file applications and make claims of priority to the Assignor Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, and any other international agreement or convention or the domestic laws of any country in which such application is filed. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Assignor Patents.

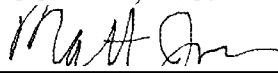
Assignor shall, promptly following the Effective Date, but no later than 10 days after the Effective Date, deliver to Assignee all Assignor Patent Documents. "**Assignor Patent Documents**" means all documents, records, and files in the possession or control of Assignor or its counsel or agents relating to the Assignor Patents, including, without limitation: (a) original patent applications for the Assignor Patents; (b) complete prosecution files and docketing reports, including materials filed or prepared for the purpose of being filed with the United States Patent and Trademark Office or similar authority in any other jurisdiction; (c) originals of all assignment agreements in its possession relating to the Assignor Patents; (d) copies of laboratory notebooks, documents, records, and files in Assignor's possession relating to the conception or reduction to practice of the claims made in the Assignor Patents; (e) copies of documents, records, and files relating to any marking activities or to the assertion, licensing, enforcement or defense of the Assignor Patents; and (f) copies of any other materials or information in the possession or control of, or known to, Assignor, its counsel, or its agents that is reasonably likely to be required to be produced in any litigation to enforce the Assignor Patents, but with respect to all of the foregoing, specifically excluding any attorney-client or work-product privileged information.

In case of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement will govern. This Agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of electronic or digital delivery such as in Adobe Portable Document Format or using generally recognized e-signature technology (e.g., DocuSign or Adobe Sign), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may only be amended, modified, or supplemented by a written agreement executed by an authorized representative of each Party.

*[Signature page follows]*

The Parties have caused this Agreement to be executed as of the Effective Date by duly authorized persons.

**E8 SECURITY, INC.**

By:   
Name: Matt Jones  
Title: Chief Executive Officer

**VMWARE, INC.**

By: \_\_\_\_\_  
Name: Alex Wang  
Title: VP Corporate Development

*(Signature page to Patent Assignment Agreement)*

The Parties have caused this Agreement to be executed as of the Effective Date by duly authorized persons.

**E8 SECURITY, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**VMWARE, INC.**

By:  \_\_\_\_\_  
Name: Alex Wang  
Title: VP Corporate Development

*(Signature page to Patent Assignment Agreement)*

**Exhibit A****Patents**

Title	App. No./Pub. No.	Patent No.	Assignee	Filing Date	Grant Date	Status
				Priority Date		
DETECTING SECURITY THREATS IN A LOCAL NETWORK	15/331,654/US 2017-0118240	N/A	E8 SECURITY, INC.	Oct 21, 2016 Oct 21, 2015	N/A	Pending
SECURITY FEATURE EXTRACTION FOR A NETWORK	15/331,650/US 2017-0118236	N/A	E8 SECURITY, INC.	Oct 21, 2016 Oct 21, 2015	N/A	Pending
MODELING BEHAVIOR IN A NETWORK	15/331,675/US 2017-0118237	N/A	E8 SECURITY, INC.	Oct 21, 2016 Oct 21, 2015	N/A	Pending
INTEGRATED AND SCALABLE NETWORK SECURITY BASED ON DEEP DATA ANALYSIS	62/244,667	N/A	E8 SECURITY, INC.	Oct 21, 2015 N/A	N/A	Expired