

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5550820

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AKASH DWIVEDI	05/10/2019
SIMON FOSTER FISHEL	05/12/2019
ERIC TSCHETTER	05/10/2019
JOSHUA WALTERS	05/14/2019
RECEIVING PARTY DATA	
Name:	SPLUNK INC.
Street Address:	270 BRANNAN STREET
Internal Address:	1ST FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94107
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16398125
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	9497600404
Email:	EFILING@KNOBBE.COM
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	SPLK.047A2
NAME OF SUBMITTER:	BRYAN MCWHORTER
SIGNATURE:	/Bryan McWhorter/
DATE SIGNED:	05/31/2019
Total Attachments: 7	

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ASSIGNMENT AGREEMENT

Docket No.: SPLK.047A2

Page 1 of 7

Title: PROVISIONING A CLIENT DEVICE WITH A MULTI-COMPONENT APPLICATION

Inventor(s): Akash Dwivedi, Simon Foster Fishel, Eric Tschetter, Joshua Walters

App. No.: 16/398,125

Filing Date: April 29, 2019

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 29th day of April, 2019 and is by **Akash Dwivedi**, residing in San Francisco, CA, and having a mailing address at 270 Brannan Street, 1st Floor, San Francisco, CA 94107; **Simon Foster Fishel**, residing in Portland, OR, and having a mailing address at 270 Brannan Street, 1st Floor, San Francisco, CA 94107; **Eric Tschetter**, residing in Redwood City, CA, and having a mailing address at 270 Brannan Street, 1st Floor, San Francisco, CA 94107; **Joshua Walters**, residing in Santa Clara, CA, and having a mailing address at 270 Brannan Street, 1st Floor, San Francisco, CA 94107 (each individually and collectively referred to as "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries (collectively hereinafter referred to as the "Work"), for which an application for Letters Patent in the United States (identified above) has been prepared for filing and/or has been filed with the United States Patent and Trademark Office (hereinafter the "Application"). **ASSIGNOR hereby authorizes and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, Customer No. 146037, to insert into the header the filing date and application number of said Application when known.**

AND **Splunk Inc.**, a Delaware Corporation, having offices at 270 Brannan Street, 1st Floor, San Francisco, CA 94107 (hereinafter the "ASSIGNEE"), desires to acquire and confirm the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and ASSIGNOR does hereby assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Work, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Work is disclosed; all provisional applications related thereto; all nonprovisional and design applications relating to the Application or claiming the benefit of the Application and/or the aforementioned provisional application(s) that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations-in-part of the Application (all of the foregoing collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted or filed in any country or countries foreign to the U.S., all extensions, renewals and reissues thereof.

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Page 2 of 7

Title: PROVISIONING A CLIENT DEVICE WITH A MULTI-COMPONENT APPLICATION

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D. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, designs and design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise, and consents to all acts or omissions by ASSIGNEE, its licensees and others authorized by ASSIGNEE, and its successors in title, whether occurring before or after this consent, which would otherwise constitute infringement of ASSIGNOR's moral rights, in the work or any improvement thereto.

E. Those items of ASSIGNOR'S tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered or otherwise made available to ASSIGNEE immediately upon request.

ASSIGNOR hereby acknowledges ASSIGNEE as the Applicant for the Application and the Related Applications, and authorizes ASSIGNEE to make and/or file, at ASSIGNEE's sole discretion, any and all applications relating to the Work, and authorizes and requests the Commissioner of Patents of the U.S., and any Official of any country or countries foreign to the U.S., whose duty it is to issue patents, registrations, and certificates on applications as aforesaid, to issue all related patents to the ASSIGNEE in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all causes of action, rights of enforcement, claims for damages, and all remedies relating to the Work, the Application, or the Related Applications arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages and all proceeds for past infringements before or after issuance of any patents related to the Work, the Application, or the Related Applications.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, the Application, or the Related Applications, and testify in any legal proceeding, assist in the preparation of any other applications or filings relating to the Work, sign/execute all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Work, and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce patents and other intellectual property rights for the Work in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The

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Docket No.: SPLK.047A2

Page 3 of 7

Title: PROVISIONING A CLIENT DEVICE WITH A MULTI-COMPONENT APPLICATION

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obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the state or federal courts of California, in the county of San Francisco and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Work is patentable and the Application is valid, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

ASSIGNMENT AGREEMENT

Docket No.: SPLK.047A2

Page 4 of 7

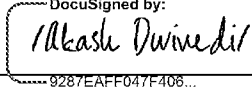
Title: PROVISIONING A CLIENT DEVICE WITH A MULTI-COMPONENT APPLICATION

Inventor(s): Akash Dwivedi, Simon Foster Fishel, Eric Tschetter, Joshua Walters

App. No.: 16/398,125

Filing Date: April 29, 2019

Legal Name of inventor/ASSIGNOR: Akash Dwivedi

Signature:  Date: 5/10/2019

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Page 5 of 7

Title: PROVISIONING A CLIENT DEVICE WITH A MULTI-COMPONENT APPLICATION

Inventor(s): Akash Dwivedi, Simon Foster Fishel, Eric Tschetter, Joshua Walters

App. No.: 16/398,125

Filing Date: April 29, 2019

Legal Name of inventor/ASSIGNOR: Simon Foster Fishel

Signature: _____ DocuSigned by: Simon Foster Fishel Date: 5/12/2019
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Page 6 of 7

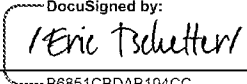
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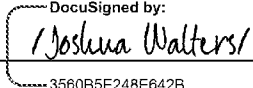
Legal Name of inventor/ASSIGNOR: Eric Tschetter

Signature:  Date: 5/10/2019

ASSIGNMENT AGREEMENT

Docket No.: SPLK.047A2 Page 7 of 7
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Filing Date: April 29, 2019

Legal Name of inventor/ASSIGNOR: Joshua Walters

Signature: _____  _____ Date: 5/14/2019
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