

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5847966

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ATTIVIO, INC.	10/31/2019
RECEIVING PARTY DATA	
Name:	SERVICENOW, INC.
Street Address:	2225 LAWSON LANE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 19	
Property Type	Number
Application Number:	14604590
Application Number:	15545295
Application Number:	16594641
Application Number:	14834430
Application Number:	15362806
Application Number:	12752053
Application Number:	14270507
Application Number:	12905211
Application Number:	13943624
Application Number:	13410274
Application Number:	14133367
Application Number:	13787047
Application Number:	14466057
Application Number:	14466231
Application Number:	12456517
Application Number:	61073164
Application Number:	12456430
Application Number:	61073156
Application Number:	12353565

CORRESPONDENCE DATA**Fax Number:** (281)970-4503*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.***Phone:** 2819704545**Email:** docket@fyiplaw.com**Correspondent Name:** MICHAEL G. FLETCHER**Address Line 1:** P.O. BOX 692289**Address Line 4:** HOUSTON, TEXAS 77269**ATTORNEY DOCKET NUMBER:** SNPA:0002 (V3-ATTIVIO)**NAME OF SUBMITTER:** MICHAEL G. FLETCHER**SIGNATURE:** /Michael G. Fletcher/**DATE SIGNED:** 12/03/2019**Total Attachments: 8**

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this “**Assignment**”) is made effective as of November 1, 2019 (the “**Effective Date**”) between **Attivio, Inc.**, a Delaware corporation (“**Assignor**”), and **SERVICENOW, INC.**, a Delaware corporation (“**Assignee**”).

WHEREAS, pursuant and subject to the terms and conditions of an Asset Purchase Agreement (the “**Asset Purchase Agreement**”) dated as of October 23, 2019, by and among Assignor, Assignee, and the Seller Representative, for and in consideration of the payment by Assignee to Assignor set forth in the Asset Purchase Agreement, Assignor is causing the Transferred Assets to be sold, assigned, transferred, conveyed and delivered to Assignee, including but not limited to certain patent rights of Assignor. Capitalized terms used but not defined in this Assignment shall have the meanings given to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement and this Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title, and interest in and to the Patent Rights (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the Closing, effective as of the Closing Date, Assignor, on behalf of itself and its affiliates, hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title, and interest in and to any and all United States and foreign patents and utility models and applications therefore (including provisional applications) and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations in part thereof (all of the foregoing, collectively, “**Patent Rights**”) existing as of the Closing with respect to which Assignor has any right, title or interest, including without limitation all Patent Rights (whether or not as yet applied for) conceived or reduced to practice by, created by, held in the name of, owned by or transferable by, Assignor or its affiliates, and expressly including without limitation all Patent Rights listed or described in Schedule 1 hereto, Section 3.8(c) of the Asset Purchase Agreement, and Section 3.8(c) of the Disclosure Schedule, and all rights to assert and otherwise enforce in any manner such Patent Rights including to recover past, present and future damages for infringement or misappropriation of such Patent Rights.

2. For the avoidance of doubt, the foregoing assignment in Section 1 shall expressly include without limitation:

(a) the patents and patent applications identified in the attached Schedule 1 hereto, together with any patent issuing on any such patent applications, including any rights of priority in or to any of the foregoing patents or patent applications;

(b) each patent and patent application that derives priority from, forms a basis for priority for, or shares priority with any of the patents or patent applications described in Section 1 above, including all extensions, renewals, reissues, reexaminations, divisionals, substitutions,

provisionals, continuations, continuations-in-part, conversions, prolongations, continued examinations, continued prosecution applications, and domestic and foreign counterparts that derive priority from any of the patents or patent applications described in Section 1 above, and each patent issuing on any of the foregoing;

(c) each patent or patent application that is referenced by a terminal disclaimer filed in connection with any of the patents or patent applications identified in Section 1 or any of the foregoing paragraphs of this Section 2 ((a), (b), and (c), collectively, the “**Assigned Patents**”);

(d) all subject matter, and each invention, claimed or disclosed in each of the Patent Rights described in Section 1, the Assigned Patents, and all embodiments of such subject matter and inventions (collectively, the “**Inventions**”);

(e) all foreign counterparts to, and rights to apply in any and all jurisdictions anywhere in the world for patents, certificates of inventions, utility models, or other governmental grants with respect to each of the Patent Rights described in Section 1, Assigned Patents, and Inventions, including the right to apply for patents pursuant to any convention, treaty, agreement or understanding; and

(f) any and all causes of action (whether known or unknown and whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patent Rights described in Section 1, the Assigned Patents, the Inventions, and items in any of the foregoing clauses of this Section 2, including all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, (iii) any other remedies of any kind (in each of the cases in clauses “(i),” “(ii),” and “(iii)” of this clause “(f)” for past, current, and future infringement), and (iv) all rights to collect royalties and other payments under or on account of each of the Patent Rights described in Section 1, the Assigned Patents, the Inventions, and items in any of the foregoing clauses of this Section 2.

3. Assignor and Assignee each acknowledge and agree that this Assignment is subject and pursuant to the terms of the Asset Purchase Agreement, including the representations and warranties provided therein.

4. Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights, Assigned Patents and Inventions in the name of Assignee, as the assignee to the entire interest therein.

5. Assignor hereby authorizes and requests the attorney or agent of record to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the respective patent office or governmental agency in each jurisdiction for recordation or other official recognition.

6. From and after Closing, Assignor shall cooperate with Assignee and Assignee’s representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Prior to Closing, Assignor has delivered to Assignee complete prosecution files for the Assigned

Patents, including all correspondence and filing with patent authorities with respect to such Assigned Patents and any related materials or documents in the possession or control of Assignor or any attorney or patent agent involved in the prosecution or enforcement of such Assigned Patents. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of and subject to Closing, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Patent Rights, Assigned Patents, or Inventions or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive any dissolution or insolvency of Assignor.

7. The terms and conditions of this Assignment will inure to the benefit of Assignee and Assignee's successors and assigns of the Patent Rights, Assigned Patents, Inventions and other rights set forth above.

8. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include," "including" and variations thereof will be deemed to be followed by the words "without limitation." The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

Attivio, Inc.

By: [Signature]

Name: Stephen Baker

Title: CEO

Date: 12.31.19

Notary Public:

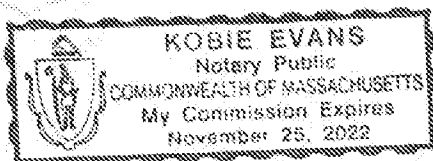
On 10/31/2019 before me, Kobie Evans
(insert name and title of the officer)

personally appeared Stephen Baker,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Assignor, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

SERVICENOW, INC

By: John Donahoe

Name: John Donahoe

Title: Chief Executive Officer

Date: November 1, 2019

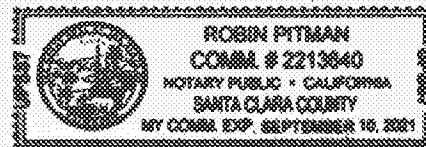
Notary Public:

On November 1, 2019 before me, John Donahoe, Chief Executive Officer of ServiceNow, Inc., personally appeared, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Assignor, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Robin Pitman (Seal)



[SIGNATURE PAGE TO PATENT ASSIGNMENT]

Schedule 1

Patents and Patent Applications

Country	Serial Number	Filing Date	Stage	Patent Number	Grant Date	Title
US	14604590	23-Jan-2015	Issued	9275155	01-Mar-2016	QUERYING ACROSS A COMPOSITE JOIN OF MULTIPLE DATABASE TABLES USING A SEARCH ENGINE INDEX
US	15545295	21-Jan-2016	Issued	10437824	08-Oct-2019	QUERYING ACROSS A COMPOSITE JOIN OF MULTIPLE DATABASE TABLES USING A SEARCH ENGINE INDEX
US	16594641	07-Oct-2019	Pending			Querying Across a Composite Join of Multiple Database Tables Using a Search Engine Index
WO	PCTUS2016014383	21-Jan-2016	Published			QUERYING ACROSS A COMPOSITE JOIN OF MULTIPLE DATABASE TABLES USING A SEARCH ENGINE INDEX
US	14834430	24-Aug-2015	Issued	9507824	29-Nov-2016	AUTOMATED CREATION OF JOIN GRAPHS FOR UNRELATED DATA SETS AMONG RELATIONAL DATABASES
US	15362806	28-Nov-2016	Issued	9916350	13-Mar-2018	AUTOMATED CREATION OF JOIN GRAPHS FOR UNRELATED DATA SETS AMONG RELATIONAL DATABASES
WO	PCTUS2015046615	24-Aug-2015	Expired			AUTOMATED CREATION OF JOIN GRAPHS FOR UNRELATED DATA SETS AMONG RELATIONAL DATABASES
US	12752053	31-Mar-2010	Issued	8725494	13-May-2014	SIGNAL PROCESSING APPROACH TO SENTIMENT ANALYSIS FOR ENTITIES IN DOCUMENTS
US	14270507	06-May-2014	Issued	9436674	06-Sep-2016	SIGNAL PROCESSING APPROACH TO SENTIMENT ANALYSIS FOR ENTITIES IN DOCUMENTS
EP	117209072	28-Mar-2011	Abandoned			SIGNAL PROCESSING APPROACH TO SENTIMENT ANALYSIS FOR ENTITIES IN DOCUMENTS
WO	PCTUS2011030144	28-Mar-2011	Expired			SIGNAL PROCESSING APPROACH TO SENTIMENT ANALYSIS FOR ENTITIES IN DOCUMENTS
US	12905211	15-Oct-2010	Issued	8495656	23-Jul-2013	ORDERED PROCESSING OF GROUPS OF MESSAGES
US	13943624	16-Jul-2013	Issued	8875155	28-Oct-2014	ORDERED PROCESSING OF GROUPS OF MESSAGES
CA	2813135	13-Oct-2011	Lapsed	2813135	08-Mar-2016	ORDERED PROCESSING OF GROUPS OF MESSAGES
EP	118025568	13-Oct-2011	Abandoned			ORDERED PROCESSING OF GROUPS OF MESSAGES

JP	2013533990	13-Oct-2011	Lapsed	5449627	10-Jan-2014	ORDERED PROCESSING OF GROUPS OF MESSAGES
WO	PCTUS1156054	13-Oct-2011	Expired			ORDERED PROCESSING OF GROUPS OF MESSAGES
US	13410274	01-Mar-2012	Issued	9747363	29-Aug-2017	EFFICIENT STORAGE AND RETRIEVAL OF SPARSE ARRAYS OF IDENTIFIER-VALUE PAIRS
US	14133367	18-Dec-2013	Abandoned			TRENDING ANALYSIS FOR STREAMS OF DOCUMENTS
WO	PCTUS2014069689	11-Dec-2014	Expired			TRENDING ANALYSIS FOR STREAMS OF DOCUMENTS
US	13787047	06-Mar-2013	Issued	9367301	14-Jun-2016	DYNAMIC UPDATE OF A DISTRIBUTED MESSAGE PROCESSING SYSTEM
US	14466057	22-Aug-2014	Closed			AUTOMATIC JOINING OF DATA SETS BASED ON STATISTICS OF FIELD VALUES IN THE DATA SETS
US	14466231	22-Aug-2014	Abandoned			AUTOMATIC JOINING OF DATA SETS BASED ON STATISTICS OF FIELD VALUES IN THE DATA SETS
US	12456517	17-Jun-2009	Issued	9009235	14-Apr-2015	Ordered message processing
CA	2727871	17-Jun-2009	Lapsed	2727871	18-Oct-2016	ORDERED MESSAGE PROCESSING
EP	097670657	17-Jun-2009	Abandoned			Ordered message processing
JP	2011514608	17-Jun-2009	Lapsed	5654983	28-Nov-2014	ORDERED MESSAGE PROCESSING
JP	2014207067	08-Oct-2014	Closed			ORDERED MESSAGE PROCESSING
US	61073164	17-Jun-2008	Expired			ORDERED MESSAGE PROCESSING
US	12456430	16-Jun-2009	Issued	8073840	06-Dec-2011	QUERYING JOINED DATA WITHIN A SEARCH ENGINE INDEX
CA	2728432	17-Jun-2009	Lapsed	2728432	28-Apr-2015	QUERYING JOINED DATA WITHIN A SEARCH ENGINE INDEX
EP	097670558	17-Jun-2009	Abandoned			Querying joined data within a search engine index
JP	2011514601	17-Jun-2009	Lapsed	5616335	19-Sep-2014	Querying Joined Data Within A Search Engine Index
US	61073156	17-Jun-2008	Expired			QUERYING JOINED DATA WITHIN A SEARCH ENGINE INDEX
US	12353565	14-Jan-2009	Allowed			DYNAMIC DETERMINATION OF DATA FACETS

WO	PCTUS2009003609	17-Jun-2009	Expired			QUERYING JOINED DATA WITHIN A SEARCH ENGINE INDEX
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