

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6271338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ELISA COSTANTE	08/27/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FORESCOUT TECHNOLOGIES BV
<b>Street Address:</b>	2, JOHN F. KENNEDYLAAN 7DE VERDIEPING
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<b>State/Country:</b>	NETHERLANDS
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<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16975561
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<b>ATTORNEY DOCKET NUMBER:</b>	102152 1330USPCT SMP33194
<b>NAME OF SUBMITTER:</b>	DANIEL E. OVANEZIAN REG NO. 41236
<b>SIGNATURE:</b>	/Daniel Ovanezian/
<b>DATE SIGNED:</b>	08/27/2020
<b>Total Attachments: 5</b>	
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## CONFIRMATORY PATENT ASSIGNMENT

This Patent Assignment ("Patent Assignment") is made, effective December 18, 2018, by Elisa Costante, an individual, of The Netherlands (hereinafter "ASSIGNOR") to Forescout Technologies BV, a corporation of The Netherlands, having its principal place of business at John F. Kennedylaan 2 Eindhoven, NL, 5612AB (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE entered into a certain employment agreement (the "Prior Agreement").

WHEREAS, ASSIGNEE, has acquired all right, title and interest in, to and under (i) the registered patents and patent applications identified in the Exhibit attached hereto (hereinafter the "Exhibit 1"), and all provisional and priority applications relating thereto; (ii) all patents issuing on or from any patent applications identified in the Exhibit 1; (iii) all reissues, reexaminations, extensions, divisionals, renewals, continuations, continuations-in-part and counterparts (whether foreign or domestic) claiming priority to any of the foregoing items in (i) or (ii) above, along with all patents issuing therefrom; and (iv) all inventions and improvements claimed or described in any of the foregoing items (i), (ii) or (iii) (subsections (i), (ii), (iii) and (iv) hereinafter collectively referred to as the "Patent Items") pursuant to the Prior Agreement.

WHEREAS, ASSIGNOR executed an assignment titled Confidentiality And Proprietary Information Agreement And Deed (the "Nunc Pro Tunc Assignment Agreement" and/or "Prior Agreement"), and ASSIGNOR agrees to enter into this Patent Assignment to further confirm the assignment of such Patent Items, to ASSIGNEE.

WHEREAS, ASSIGNOR hereby represents and warrants that he is the sole and exclusive owner of all right, title, and interest in, to and under the Patent Items (as defined below), if and insofar such rights, title, and interest in, to and under the Patent Items were not already assigned, transferred, conveyed and/or delivered to ASSIGNEE pursuant to Dutch law, the Nunc Pro Tunc Assignment Agreement and/or the Prior Agreement.

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

1. ASSIGNOR, effective December 18, 2018, did sell and does hereby assign, transfer, convey and deliver unto ASSIGNEE, its successors, legal representatives and assigns, all right, title and interest throughout the world in, to and under the Patent Items, including without limitation all foreign patents and any and all rights of priority under international conventions, treaties or agreements based on or relating to the Patent Items.

2. ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States of America, and any Official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications, to record ASSIGNEE as the assignee and owner of the Patent Items and to issue all patents for the Patent Items to and in the name of ASSIGNEE, its successors, legal representatives and assigns, as the assignee to the entire interest therein, in accordance with the terms of this Patent Assignment.

3. ASSIGNOR hereby assigns, transfers, conveys and delivers to ASSIGNEE, its successors, legal representatives and assigns, all rights of enforcement, all claims for damages and all remedies arising out of, relating to or resulting from the Patent Items or any violation(s) thereof, whether accrued prior to the date of this Patent Assignment or hereafter, including but not limited to the right to sue for, seek, collect, recover and retain damages and any other relief arising out of or resulting from any past, present or future infringement or violation of any of the Patent Items, and all other rights, including common law rights, that ASSIGNOR may have relating to the Patent Items, including but not limited to any ongoing or prospective royalties to which ASSIGNOR may be entitled, or that ASSIGNOR may collect for any infringements of any of the Patent Items or from any settlement or agreement related to the Patent Items arising before or after the date of this Patent Agreement, such rights to be held and enjoyed by ASSIGNEE, its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Patent Assignment had not been made.

4. ASSIGNOR hereby represents and warrants that it has full right, power and authority to sell, assign, transfer, convey and deliver all of the subject matter set forth herein, if and insofar as such rights, title, and interest in, to and under the Patent Items were not already assigned, transferred, conveyed and/or delivered to ASSIGNEE pursuant to Dutch law, the Nunc Pro Tunc Assignment Agreement and/or the Prior Agreement, and hereby covenants and agrees that upon the written request of ASSIGNEE and without further compensation, ASSIGNOR shall execute, acknowledge, and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Patent Assignment and will communicate promptly to ASSIGNEE, its successors, legal representatives and assigns, all facts known to ASSIGNOR respecting the Patent Items, and will testify in any legal proceeding, sign all lawful papers, transfer all file histories, make diligent effort to find or reach every inventor of the Patent Items necessary or appropriate in connection with preparation of any lawful document or proceeding relating to the Patent Items, make reasonable efforts to obtain all necessary or appropriate signed and executed documents relating to the Patent Items from every inventor named in the Patent Items, make all rightful declarations and/or oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce patent protection for the Patent Items on a worldwide basis in all countries and for perfecting, recording, or maintaining the title of ASSIGNEE, and ASSIGNEE'S successors and assigns, in and to each of the Patent Items in the United States and throughout the world. ASSIGNEE further covenants and agrees that it will wholly refrain from challenging the validity, enforceability or scope of the Patent Items, whether through opposition, reexamination and/or court proceedings.

5. If ASSIGNEE is unable for any reason to secure ASSIGNOR'S signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Patent Items as provided under this Patent Assignment, ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and ASSIGNEE'S duly authorized officers and agents as ASSIGNOR'S agents and attorneys-in-fact to act for and on ASSIGNOR'S behalf and instead of ASSIGNOR to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Patent Items, all with the same legal force and effect as if executed by ASSIGNOR. The foregoing is deemed a power coupled with an interest and is irrevocable.

6. ASSIGNOR represents and warrants that, other than pursuant to the Nunc Pro Tunc Assignment Agreement and/or the Prior Agreement, ASSIGNOR has not sold, assigned, transferred or

granted and will not sell, assign, transfer or grant to others either (1) any rights, title or interest in and to any of the Patent Items, or (2) any rights inconsistent with the rights granted herein, including without limitation granting or allowing any lien, security interest or other encumbrance in or to such Patent Items.

7. This Patent Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Patent Assignment shall be effective against the ASSIGNEE, unless in writing executed by a duly authorized representative of the ASSIGNEE.

This Patent Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of Delaware, without giving effect to any choice or conflict of law provision or rule. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Delaware, as applicable, for any matter arising out of or relating to this Patent Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in Delaware, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to ASSIGNEE for which there will be no adequate remedy at law, and ASSIGNEE shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

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8/27/2020 | 02:33 PDT

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Date

DocuSigned by:  
*Elisa Costante*  
48C038DBECF3472...

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Elisa Costante

**Exhibit 1**

**Patent Items**

<b>Application Title</b>	<b>Application No.</b>	<b>Application Status</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue/Grant Date</b>
Attribute-based policies for integrity monitoring and network intrusion detection	PCT/NL2019/050147	Pending	March 7, 2019		