

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6494479

|   |                                      |  |                       |
|---|--------------------------------------|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                       |  |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                           |  |                       |
| <b>CONVEYING PARTY DATA</b>   |                                      |  |                       |
| <b>Name</b>   |                                      |  | <b>Execution Date</b> |
| SYBASE, INC.  |                                      |  | 01/11/2021            |
| <b>RECEIVING PARTY DATA</b>   |                                      |  |                       |
| <b>Name:</b>  | SERVICENOW, INC.                     |  |                       |
| <b>Street Address:</b>  | 2225 LAWSON LANE                     |  |                       |
| <b>City:</b>  | SANTA CLARA                          |  |                       |
| <b>State/Country:</b>   | CALIFORNIA                           |  |                       |
| <b>Postal Code:</b>   | 95054                                |  |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                      |  |                       |
| <b>Property Type</b>  | <b>Number</b>                        |  |                       |
| <b>Patent Number:</b>   | 8805821                              |  |                       |
| <b>Application Number:</b>  | 61079500                             |  |                       |
| <b>CORRESPONDENCE DATA</b>  |                                      |  |                       |
| <b>Fax Number:</b>  | (281)970-4503                        |  |                       |
| <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>   | 2819704545                           |  |                       |
| <b>Email:</b>   | docket@fyiplaw.com, hill@fyiplaw.com |  |                       |
| <b>Correspondent Name:</b>  | MICHAEL G. FLETCHER                  |  |                       |
| <b>Address Line 1:</b>  | P.O. BOX 692289                      |  |                       |
| <b>Address Line 4:</b>  | HOUSTON, TEXAS 77269                 |  |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | SNPA:0002 (SYBASE 2021)              |  |                       |
| <b>NAME OF SUBMITTER:</b>   | MICHAEL G. FLETCHER                  |  |                       |
| <b>SIGNATURE:</b>   | /Michael G. Fletcher/                |  |                       |
| <b>DATE SIGNED:</b>   | 01/13/2021                           |  |                       |
| <b>Total Attachments: 4</b>   |                                      |  |                       |
| source=2021-01-11_Sybase-SN-Assignment_13JAN2021#page1.tif  |                                      |  |                       |
| source=2021-01-11_Sybase-SN-Assignment_13JAN2021#page2.tif  |                                      |  |                       |
| source=2021-01-11_Sybase-SN-Assignment_13JAN2021#page3.tif  |                                      |  |                       |
| source=2021-01-11_Sybase-SN-Assignment_13JAN2021#page4.tif  |                                      |  |                       |

## FORM OF PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Agreement**”) effective as of December 29, 2020 (the “**Effective Date**”) by and between:

- (i) Sybase, Inc. (“**Assignor**”); and
- (ii) ServiceNow, Inc. (“**Assignee**”).

### WITNESSETH:

WHEREAS, Assignor’s parent, SAP SE, and Assignee entered into that certain Patent Sale and Grant-Back License Agreement, dated as of December 29, 2020 (the “**Patent Agreement**”), whereby Assignor’s parent assigned its right, title and interest in and to the Assigned Patents to Assignee; and

WHEREAS, Assignor now wishes to confirm its assignment of the Assigned Patents to Assignee as provided for in the Patent Agreement as further set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Agreement and the Patent Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment.** Pursuant to and subject to the terms and conditions of the Patent Agreement, Assignor hereby irrevocably (subject to Section 6.3(a) of the Patent Agreement) sells, transfers, assigns and conveys to Assignee, and its successors and assigns, and Assignee hereby accepts, Assignor’s entire right, title, and interest throughout the world (under any and all laws and in any and all jurisdictions) in, to and under all of the patents, patent applications and provisional patent applications set forth on Schedule A attached hereto (collectively, the “**Assigned Patents**”), including any reissues, reexaminations, divisionals, continuations, continuations-in-part, extensions, provisionals, substitutions and counterparts of such Assigned Patents already granted and which may be granted therefrom as set forth in the Patent Agreement, in each case, subject to all Existing Encumbrances (as defined in the Patent Agreement). Pursuant to the foregoing assignment, each of the Assigned Patents shall hereafter be for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this Agreement had not been made. The foregoing assignment includes, without limitation, the rights of Assignor, if any, to (A) register or apply in all countries and regions for patents, utility models, design registrations and like rights of exclusion and for inventors’ certificates for the Assigned Patents; (B) prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-

part, substitutes, extensions and all other applications and post issue proceedings included in the Assigned Patents; (C) claim priority based on the filing dates of any of the Assigned Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; (D) all legally permissible causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Assigned Patents, including the right to sue and recover damages or other compensation for past, present or future infringement, misappropriation or other violation, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringement, misappropriation or other violations, and the right to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Patents; (E) collect past and future income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Assigned Patents, other than royalties or other payments arising or accruing under any Existing Encumbrances; and (F) all other rights corresponding to the Assigned Patents through the respective countries in which Assignor holds rights in the Assigned Patents. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Authorization. Assignor also hereby expressly authorizes the respective patent office or governmental agency in each and every jurisdiction worldwide (including the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities) (the “**Applicable IP Offices**”) to: (A) issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the Assignor’s interest therein; and (B) record Assignee as the assignee and owner of the Assigned Patents and to deliver to Assignee, and to Assignee’s attorneys, agents, representatives, successors or assigns, all official documents and communications as may be warranted by this Agreement.

3. Further Assurances; Cooperation. Each party hereby agrees to execute and deliver to the other party all necessary documents and take all necessary actions reasonably requested by such party from time to time to confirm or effect the assignments set forth in this Agreement, or otherwise to carry out the purposes of this Agreement, including, without limitation, by providing executed originals of this Agreement for filing or otherwise evidencing the assignments set forth in this Agreement with the Applicable IP Offices; provided, however, that nothing contained herein shall obligate Assignor to incur any cost or pay any expense in connection therewith.


4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Delaware without giving effect to the conflict of laws rules thereof.

5. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement may not

be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Patent Agreement, the terms and conditions of the Patent Agreement shall govern. Capitalized terms in this Agreement shall have the same meaning as set forth in the Patent Agreement.


IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

**Sybase, Inc. as Assignor**

By: DocuSigned by:  
  
FF78FE4F32994DG...

Name: Patrick Martell  
Title: Vice President & Assistant General Counsel  
Date: January 11, 2021

**SERVICENOW, INC. as Assignee**

By: DocuSigned by:  
  
23BD91817E16436...

Name: Tom Mavrakakis  
Title: Vice President, Legal  
Date: January 11, 2021

**Schedule A**

**LIST OF ASSIGNED PATENTS**

Family 1: US8805821B2