

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6548485

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
PHANTOM CYBER CORPORATION		04/27/2018
RECEIVING PARTY DATA		
Name:	SPLUNK INC.	
Street Address:	270 BRANNAN STREET	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94107	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	17125675	
CORRESPONDENCE DATA		
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<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:	408-675-0441	
Email:	suzy@ndwe.com	
Correspondent Name:	NICHOLSON DE VOS WEBSTER & ELLIOTT LLP	
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Address Line 4:	SAN JOSE, CALIFORNIA 95113	
ATTORNEY DOCKET NUMBER:	1015SP0318.04US.C3	
NAME OF SUBMITTER:	ERIC L. SELLARS	
SIGNATURE:	/Eric L. Sellars/	
DATE SIGNED:	02/11/2021	
Total Attachments: 6		
source=2021-02-11 SP0318.04US.C3 (1015SP0318.04US.C3) Assignment-Splunk#page1.tif		
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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this "**Patent Assignment**") is made and entered into as of April 27, 2018 (the "**Effective Date**") by and between Phantom Cyber Corporation, a Delaware corporation ("**Assignor**"), and Splunk Inc., a Delaware corporation ("**Assignee**"). Assignor and Assignee are referred to collectively herein as the "**Parties**."

RECITALS

WHEREAS, Assignor has agreed to transfer, convey, assign and deliver to Assignee, and Assignee has agreed to accept from Assignor, all of Assignor's right, title and interest in, to and under the "**Patents**" (defined below); and

WHEREAS, it is the intention of the parties hereto to record the transfer of the Patents by the execution and delivery of this Patent Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations, limitations, indemnities or, in general, any of the rights, remedies or obligations, set forth in the agreement governing the transfer of the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows, effective immediately:

1. Assignment. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under (i) the patents and patent applications on Schedule 1, (ii) any counterparts or equivalents of any of the foregoing in any jurisdiction throughout the world, (iii) applications or certificates of invention based upon or covering any portion of any of the foregoing, (iv) any reissues, divisionals, renewals, extensions, provisionals, continuations, continuations-in-part, reexaminations, substitutions or revisions of any of the foregoing, (v) any other patents, applications or extensions that claim priority to or through, or share a common priority claim with, any of the foregoing and (vi) any inventions disclosed in any of the foregoing (collectively, the "**Patents**"); together with all (a) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Patents); (b) causes of action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Patents; and (c) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Patents.

2. Further Assurances.

(a) Assignor hereby covenants, agrees and undertakes to execute and deliver to Assignee, whenever requested by Assignee and without further compensation to Assignor, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary and/or desirable in connection with (i) the perfection in Assignee of the rights assigned, transferred, conveyed or delivered to Assignee pursuant to this Patent Assignment, (ii) recording such sale, assignment, transfer, conveyance or delivery, and (iii) securing to Assignee or maintaining for Assignee such rights, including, without limitation, the execution of separate assignments to accomplish or record such assignment, transfer, conveyance or delivery to Assignee of such rights in any country or jurisdiction, and to cooperate reasonably with Assignee to do all other affirmative acts in connection therewith. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact with respect to the Patents that are the subject of this Patent Assignment to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which such documents may be required to sell, assign, transfer, convey, delivery or confirm the rights sold, transferred, conveyed, delivered and confirmed herein.

(b) Assignor grants the attorney of record the power to insert on this Patent Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document. Assignee shall have the right to file or record this Patent Assignment and any additional assignment documents as provided in this Section 2 with the United States Patent and Trademark Office and any other equivalent authority, entity or agency anywhere else in the world, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any such equivalent authorities, entities or agencies to record Assignee as the assignee and owner of the Patents.

3. Miscellaneous.

(a) This Patent Assignment, including, without limitation, the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and governed by the laws of the State of California applicable to contracts made and to be performed entirely in such state without giving effect to the conflicts of laws principles thereof.

(b) This Patent Assignment 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 shall be an original, but all of which together shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

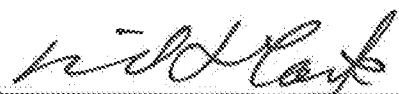
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IN WITNESS WHEREOF, this Patent Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNEE

SPLUNK INC.

By:



Name: David F. Conte

Title: Chief Financial Officer

[Signature Page - Patent Assignment]

PATENT
REEL: 055238 FRAME: 0057

IN WITNESS WHEREOF, this Patent Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNOR

PHANTOM CYBER CORPORATION

By: [Signature]
Name: Timothy C. Emanuelson
Title: President, Chief Executive Officer and Secretary

ACKNOWLEDGMENT

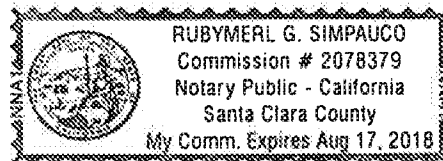
State of California)
County of Santa Clara)

On 4/27th, 2018, before me, Rubymarl G. Simpaugo, personally appeared Timothy C. Emanuelson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he ~~she~~ executed the same in his ~~her~~ authorized capacity, and that by his ~~her~~ 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 of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] Notary Public
My Commission Expires on 8/17/2018



Schedule 1

Patents and Patent Applications

TITLE	APPLICATION #	DATE FILED (MM/DD/YYYY)	PATENT #
ACTION RECOMMENDATIONS FOR COMPUTING ASSETS BASED ON ENRICHMENT INFORMATION	62/087,025	12/03/2014	
ACTION RECOMMENDATIONS FOR ADMINISTRATORS IN A COMPUTING ENVIRONMENT	62/106,830	01/23/2015	
SECURITY ACTIONS IN A COMPUTING ENVIRONMENT	62/106,837	01/23/2015	
SECURITY ACTION AGGREGATION TO PROVIDE ACTION RECOMMENDATIONS	62/164,361	05/20/2015	
SECURITY ACTION VERIFICATION IN A COMPUTING NETWORK	62/169,047	06/01/2015	
SECURITY THREAT IDENTIFICATION FROM STRUCTURED AND UNSTRUCTURED CONTENT	62/164,214	05/20/2015	
RECOMMENDED SECURITY ACTION FEATURE SETS	62/190,356	07/09/2015	
FACILITATING GUIDED COLLABORATION IN SECURITY OPERATIONS	62/609,978	12/22/17	
ACTION RECOMMENDATIONS FOR COMPUTING ASSETS BASED ON ENRICHMENT INFORMATION	14/675,075	3/31/15	
SECURITY ACTIONS FOR COMPUTING ASSETS BASED ON ENRICHMENT INFORMATION	14/956,615	12/2/15	9,954,888
SECURITY ACTIONS FOR COMPUTING ASSETS BASED ON ENRICHMENT INFORMATION	15/924,759	3/19/18	
MANAGEMENT OF SECURITY ACTIONS BASED ON COMPUTING ASSET CLASSIFICATION	14/956,589	12/2/15	

TITLE	APPLICATION #	DATE FILED (MM/DD/YYYY)	PATENT #
AUTOMATED RESPONSES TO SECURITY THREATS	14/674,679	3/31/15	9,712,555
CONTAINMENT OF SECURITY THREATS WITHIN A COMPUTING ENVIRONMENT	14/675,176	3/31/15	
LEARNING BASED SECURITY THREAT CONTAINMENT	14/677,493	4/2/15	
CLASSIFYING KILL-CHAINS FOR SECURITY INCIDENTS	14/824,262	8/12/15	9,888,029
CLASSIFYING KILL-CHAINS FOR SECURITY INCIDENTS	15/886,183	2/1/18	
MANAGING WORKFLOWS UPON A SECURITY INCIDENT	14/689,926	4/17/15	9,871,818
MANAGING WORKFLOWS UPON A SECURITY INCIDENT	15/845,963	12/18/17	
INCIDENT RESPONSE AUTOMATION ENGINE	14/689,973	4/17/15	9,762,607
INCIDENT RESPONSE AUTOMATION ENGINE	15/699,454	9/8/17	
IDENTIFYING RELATED COMMUNICATION INTERACTIONS TO A SECURITY THREAT IN A COMPUTING ENVIRONMENT	14/868,553	9/29/15	
SECURITY ACTION VERIFICATION IN A COMPUTING NETWORK	15/170,605	6/1/16	
RECOMMENDED SECURITY ACTION FEATURE SETS	15/206,632	7/11/16	