

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6638249

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEESE MILLER	03/19/2019
MARC ROBICHAUD	03/08/2019
MICAH JAMES DELFINO	05/20/2019
DAVID CARASSO	02/01/2005
RECEIVING PARTY DATA	
Name:	SPLUNK INC.
Street Address:	270 BRANNAN STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94107-2007
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16589445
Application Number:	17169254
CORRESPONDENCE DATA	
Fax Number:	(206)344-3113
<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:	2063447600
Email:	bread@shb.com
Correspondent Name:	SHOOK, HARDY & BACON, L.L.P
Address Line 1:	701 FIFTH AVENUE SUITE 6800
Address Line 4:	SEATTLE, WASHINGTON 98104
ATTORNEY DOCKET NUMBER:	SP0018.11US.C8/353821
NAME OF SUBMITTER:	BROOKE READ
SIGNATURE:	/Brooke Read/
DATE SIGNED:	04/02/2021
Total Attachments: 9	
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EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

In consideration of, and as a condition of my employment with Splunk Technology, Inc., a California corporation (the "**Company**"), I hereby represent to, and agree with the Company as follows:

1. **Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its "**Proprietary Information**" (as defined in Section 7 below), its rights in "**Inventions**" (as defined in Section 2 below) and in all related intellectual property rights. Accordingly, I am entering into this Employee Invention Assignment and Confidentiality Agreement (this "**Agreement**") as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.

2. **Disclosure of Inventions.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets (the "**Inventions**").

3. **Work for Hire; Assignment of Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate to the Company's business or current or anticipated research and development (the "**Assigned Inventions**"), will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company. Attached hereto as Exhibit A is a list describing all inventions, original works of authorship, developments and trade secrets which were made by me prior to the date of this Agreement, which belong to me and which are not assigned to the Company ("**Prior Inventions**"). If no such list is attached, I represent that there are no such Prior Inventions. I acknowledge and agree that if I use any of my Prior Inventions in the scope of my employment, or include them in any product or service of the Company, I hereby grant to the Company a perpetual, irrevocable, nonexclusive, world-wide, royalty-free license to use, disclose, make, sell, copy, distribute, modify and create works based on, perform or display such Prior Inventions and to sublicense third parties with the same rights.

4. **Labor Code Section 2870 Notice.** I have been notified and understand that the provisions of Sections 3 and 5 of this Agreement do not apply to any Assigned Invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR

DEVELOPMENT OF THE EMPLOYER; OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

5. Assignment of Other Rights. In addition to the foregoing assignment of Assigned Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights, including but not limited to rights in databases, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (ii) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Assigned Inventions, even after termination of my work on behalf of the Company. "**Moral Rights**" mean any rights to claim authorship of or credit on an Assigned Inventions, to object to or prevent the modification or destruction of any Assigned Inventions or Prior Inventions licensed to Company under Section 3, or to withdraw from circulation or control the publication or distribution of any Assigned Inventions or Prior Inventions licensed to Company under Section 3, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

6. Assistance. I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Assigned Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

7. Proprietary Information. I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company or a third party that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence (the "**Proprietary Information**"). Such Proprietary Information includes, but is not limited to, Assigned Inventions, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists and data, and domain names.

8. Confidentiality. At all times, both during my employment and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust. I will not use or disclose any Proprietary Information without the prior written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company. I will not take with me or retain any documents or materials or copies thereof containing any Proprietary Information.

9. No Breach of Prior Agreement. I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my



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duties for the Company any documents or materials or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.

10. Efforts; Duty Not to Compete. I understand that my employment with the Company requires my undivided attention and effort during normal business hours. While I am employed by the Company, I will not, without the Company's express prior written consent, provide services to, or assist in any manner, any business or third party if such services or assistance would be in direct conflict with the Company's business interests.

11. Notification. I hereby authorize the Company to notify third parties, including, without limitation, customers and actual or potential employers, of the terms of this Agreement and my responsibilities hereunder.

12. Non-Solicitation of Employees/Consultants. During my employment with the Company and for a period of one (1) year thereafter, I will not directly or indirectly solicit away employees or consultants of the Company for my own benefit or for the benefit of any other person or entity.

13. Non-Solicitation of Suppliers/Customers. During my employment with the Company and after termination of my employment, I will not directly or indirectly solicit or take away suppliers or customers of the Company if the identity of the supplier or customer or information about the supplier or customer relationship is a trade secret or is otherwise deemed confidential information within the meaning of California law.

14. Injunctive Relief. I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

15. Governing Law; Severability. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its laws pertaining to conflict of laws. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

17. Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

18. Amendment and Waivers. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision



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herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

19. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

20. Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

21. "At Will" Employment. I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that I am an "at will" employee of the Company and that my employment can be terminated at any time, with or without notice and with or without cause, for any reason or for no reason, by either the Company or myself. I acknowledge that any statements or representations to the contrary are ineffective, unless put into a writing signed by the Company. I further acknowledge that my participation in any stock option or benefit program is not to be construed as any assurance of continuing employment for any particular period of time.

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This Agreement shall be effective as of the first day of my employment by the Company, which is
FEB, 05

EMPLOYEE:

Signature: R. David Carasso

Print Name: R. DAVID CARASSO

SPLUNK TECHNOLOGY INC.:

By: Morganne Beck

Name: MORGANNE BECK

Title: Company Splunker

[Signature Page to Splunk Technology, Inc. Employee Invention Assignment and
Confidentiality Agreement]

ASSIGNMENT

WHEREAS, we, Jesse Miller, Micah James Delfino, Marc Robichaud, and David Carasso ("ASSIGNORS"), are the original joint inventors of subject matter disclosed and/or claimed in a nonprovisional patent application, the title of which is:

**ADVANCED FIELD EXTRACTOR WITH MODIFICATION OF AN EXTRACTED
FIELD**

for which we are about to make, or have made, application for Letters Patent of the United States. ASSIGNORS hereby authorize legal representatives of Shook, Hardy & Bacon L.L.P. to insert here the Application No. 14/611,089, and Filing Date January 30, 2015, when known; and

WHEREAS, SPLUNK INC., a corporation duly organized under the laws of the State of Delaware, and having its principal place of business at 270 Brannan Street, San Francisco, California 94107-2007, USA, is desirous of acquiring an interest in, to and under said invention, said application and any and all Letters Patent which may be granted for or upon said invention in the United States of America and all countries foreign thereto;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNORS have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said SPLUNK INC., the full and exclusive right, title and interest, throughout the world, in, to and under said invention as fully set forth and described in the above-identified application; in, to and under said application; in, to and under any and all refilings, divisions and continuations of said application; in, to and under any and all Letters Patent of the United States

of America which may issue from said application, refilings, divisions and continuations; in, to and under any and all reissues of said Letters Patent of the United States of America; in, to and under any and all applications for Letters Patent upon said invention which may hereafter be filed in any and all countries foreign to the United States of America; in, to and under any and all refilings, divisions and continuations of said foreign-filed applications; in, to and under any and all Letters Patent of countries foreign to the United States of America, which may issue from the said foreign-filed applications, refilings, divisions and continuations; and in, to and under any and all extensions of, and additions to, said Letters Patent of countries foreign to the United States of America, the same to be held and enjoyed by said SPLUNK INC., for its own use and behoof, and for its successors, legal representatives and assigns, to the full end of the term for which said Letters Patent may be granted, and ASSIGNORS do hereby authorize and request the Commissioner of Patents to issue the said Letters Patent in accordance with this assignment.

EXECUTED this March 19, 2019 day of _____, 2019.

DocuSigned by:
/ Jesse Miller /
0B4985A2FD4942B...
Jesse Miller

EXECUTED this _____ day of _____, 2019.

/ _____ /
_ Micah James Delfino

EXECUTED this March 8, 2019 day of _____, 2019.

DocuSigned by:
/ Marc Robichaud /
2E12F67AA65E40C...
Marc Robichaud

of America which may issue from said application, refilings, divisions and continuations; in, to and under any and all reissues of said Letters Patent of the United States of America; in, to and under any and all applications for Letters Patent upon said invention which may hereafter be filed in any and all countries foreign to the United States of America; in, to and under any and all refilings, divisions and continuations of said foreign-filed applications; in, to and under any and all Letters Patent of countries foreign to the United States of America, which may issue from the said foreign-filed applications, refilings, divisions and continuations; and in, to and under any and all extensions of, and additions to, said Letters Patent of countries foreign to the United States of America, the same to be held and enjoyed by said SPLUNK INC., for its own use and behoof, and for its successors, legal representatives and assigns, to the full end of the term for which said Letters Patent may be granted, and ASSIGNORS do hereby authorize and request the Commissioner of Patents to issue the said Letters Patent in accordance with this assignment.

EXECUTED this _____ day of _____, 2019.

/_____
Jesse Miller

EXECUTED this _____ day of _____, 2019.

/_____
DocuSigned by:
Micah James Delfino
25420096573644A
_ Micah James Delfino

EXECUTED this May 20, 2019 day of _____, 2019.

/_____
Marc Robichaud

EXECUTED this _____ day of _____, 2019.

/_____/

David Carasso