

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6767606

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
PEACH FUZZER, LLC		05/28/2020
RECEIVING PARTY DATA		
Name:	GITLAB INC.	
Street Address:	268 BUSH STREET, # 350	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94104	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	9098352	
Patent Number:	9910766	
Patent Number:	9323597	
Patent Number:	9767005	
CORRESPONDENCE DATA		
Fax Number:	(650)938-5200	
<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:	212-430-2662	
Email:	nmorad@fenwick.com	
Correspondent Name:	DANIEL R. BROWNSTONE	
Address Line 1:	FENWICK & WEST LLP	
Address Line 2:	801 CALIFORNIA STREET	
Address Line 4:	MOUNTAIN VIEW, CALIFORNIA 94041	
ATTORNEY DOCKET NUMBER:	35144-01000	
NAME OF SUBMITTER:	DANIEL R. BROWNSTONE, REG. 46581	
SIGNATURE:	/Daniel R. Brownstone 46581/	
DATE SIGNED:	06/17/2021	
Total Attachments: 5		
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “*Agreement*”) is made and entered into as of May 28, 2020 by and between GitLab Inc., a Delaware corporation (“*Assignee*”) and Peach Fuzzer, LLC, a Washington limited liability company (“*Assignor*”).

RECITALS

WHEREAS, Assignor and Assignee are among the parties to that certain Asset Purchase Agreement, dated as even date herewith (the “*Purchase Agreement*”), pursuant to which Assignee has agreed to purchase from Assignor certain assets of Assignor, including all of Assignor’s right, title and interest in and to all of Assignor’s patents, continuations, divisionals, renewals, extensions, continuations-in-part, reexaminations, reissue applications, foreign counterparts, including any applications for any of the foregoing, and any other patent or application that issues therefrom or that claims priority to any of the foregoing, as set forth in the Purchase Agreement, including, without limitation, those items listed in Schedule I hereto (the foregoing referred to collectively as the “*Assigned Patents*”).

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

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Patents, including the right to sue and recover damages, for future, present and past infringements of the Assigned Patents and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Patents.

2. Further Assurances.

a. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state and national patent offices.

b. Assignor grants the attorney of record the power to insert on this Agreement any further identifying information describing the parties or items listed in Schedule I hereto, 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.

c. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, to record Assignee as assignee and owner of the items listed on Schedule I hereto.

d. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants to Assignee that Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the transfer of all rights, titles, and interests herein conveyed; provided that, for clarity, the foregoing shall not expand Assignor’s representations or warranties as to validity, enforceability, subsistence, or non-infringement as set forth in the Purchase Agreement.

e. Assignor hereby constitutes and appoints Assignee, its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, on behalf of and for the benefit of Assignee, its successors and assigns, to demand and receive any and all of the Assigned Patents and to give receipts and releases for and in respect of the Assigned Patents, or any part thereof, and from time to time to institute and prosecute in Assignor's name, at the sole expense and for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, reasonably may require for the collection or reduction to possession of any of the Assigned Patents. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable and, accordingly, may not be revoked by Assignor in any manner or for any reason whatsoever.

3. Miscellaneous.

a. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law.

b. 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 shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

c. This Agreement shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective directors, officers, partners, proprietors, agents, employees, representatives, affiliates, successors, heirs and assigns.

d. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood that all parties hereto need not sign the same counterpart. The delivery by facsimile or by electronic delivery in PDF format (or any electronic signature complying with the U.S. federal ESIGN Act of 2000) of this Agreement with all executed signature pages (in counterparts or otherwise) shall be sufficient to bind the parties hereto to the terms and conditions set forth herein. All of the counterparts will together constitute one and the same instrument and each counterpart will constitute an original of this Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Patent Assignment Agreement to be signed as of the date first written above.

ASSIGNEE:

GITLAB INC.

By: Sytse Sijbrandij

Name: Sytse Sijbrandij

Title: Chief Executive Officer

ASSIGNOR:

PEACH FUZZER, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have caused the Patent Assignment Agreement to be signed as of the date first written above.

ASSIGNEE:

GITLAB INC.

By: _____
Name:
Title:

ASSIGNOR:

PEACH FUZZER, LLC

DocuSigned by:

By: Michael Eddington _____
Name: 87A0353E0D614A3... Michael Eddington
Title: Authorized Member

SCHEDULE I

Patent	Patent Number / Application Number	Jurisdiction
Metaphor based language fuzzing of computer code	9,098,352	U.S.A.
Whitebox network fuzzing	9,910,766	U.S.A.
Flow based fault testing	9,323,597	U.S.A.
Metaphor based language fuzzing of computer code	CN 104346277 B	China

[SCHEDULE I TO PATENT ASSIGNMENT AGREEMENT]