

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7412063

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SIGNALFX LLC	10/01/2019
RECEIVING PARTY DATA		
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City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94107	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17698959
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NAME OF SUBMITTER:	AHSAN A. SHAIKH, REG. NO. 61861	
SIGNATURE:	/Ahsan A. Shaikh/	
DATE SIGNED:	06/30/2022	
Total Attachments: 8		
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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** ("**Patent Assignment**") entered into on October 1, 2019 (the "**Effective Date**") is by and between Splunk Inc., a Delaware corporation ("**Assignee**") and SignalFx LLC, a Delaware corporation ("**Assignor**"). 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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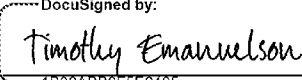
IN WITNESS WHEREOF, this Patent Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

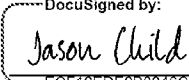
ASSIGNOR

ASSIGNEE

SIGNALFX LLC

SPLUNK INC.

By: 
Name: Timothy C. Emanuelson

By: 
Name: Jason Child

Title: President, Chief Executive Officer, Chief Financial Officer, Vice President, and Secretary

Title: SVP and Chief Financial Officer

Schedule 1

Patents and Patent Applications

TITLE	DATE FILED	APPLICATION NUMBER	COUNTRY	PATENT NUMBER
Real-Time Reporting Based on Instrumentation of Software	Sep 22, 2015	2015328574	Australia	
Real-Time Reporting Based on Instrumentation of Software	Sep 22, 2015	2962760.0	Canada	
Real-Time Reporting Based on Instrumentation of Software	Sep 22, 2015	201580055066.3	China	
Real-Time Reporting Based on Instrumentation of Software	Sep 22, 2015	15848505.2	European Patent	
Real-Time Reporting Based on Instrumentation of Software	Sep 22, 2015	201747009639.0	India	
Real-Time Reporting Based on Instrumentation of Software	Sep 22, 2015	2017538572.0	Japan	
Real-Time Reporting Based on Instrumentation of Software	Sep 22, 2015	PCT/US2015/051458	Patent Cooperation Treaty	
Real-Time Reporting Based on Instrumentation of Software	Jul 15, 2015	14/800,677	United States	9,846,632
Quantization of Data Streams of Instrumented Software	Jul 15, 2015	14/800,679	United States	9,804,951
Real-Time Reporting Based on Instrumentation of Software	Oct 8, 2014	62/061,616	United States	
Data Stream Processing Language for Analyzing Instrumented Software	Dec 19, 2014	62/094,935	United States	
Anomaly Detection Using a Data Stream Processing Language for Analyzing Instrumented Software	Dec 15, 2015	14/970,450	United States	9,804,830
Real-Time Processing of Data Streams Received from Instrumented Software	Jan 29, 2015	62/109,308	United States	
Real-Time Processing of Data Streams Received from Instrumented Software	Jan 26, 2016	2016211697.0	Australia	
Real-Time Processing of Data Streams Received from Instrumented Software	Jan 26, 2016	2974386	Canada	
Real-Time Processing of Data Streams Received from Instrumented Software	Jan 26, 2016	201680016597.6	China	

TITLE	DATE FILED	APPLICATION NUMBER	COUNTRY	PATENT NUMBER
Real-Time Processing of Data Streams Received from Instrumented Software	Jan 26, 2016	16743976.9	European Patent	
Real-Time Processing of Data Streams Received from Instrumented Software	Jan 26, 2016	201747025793	India	
Real-Time Processing of Data Streams Received from Instrumented Software	Jan 26, 2016	2017540200	Japan	
Real-Time Processing of Data Streams Received from Instrumented Software	Jan 26, 2016	PCT/US2016/014957	Patent Cooperation Treaty	
Real-Time Processing of Data Streams Received from Instrumented Software	Jan 25, 2016	15/005,489	United States	10,394,692
Dynamically Changing Input Data Streams Processed by Data Stream Language Programs	Dec 15, 2015	14/970,451	United States	9,760,353
Representing Result Data Streams Based on Execution of Data Stream Language Programs	Dec 15, 2015	14/970,454	United States	9,846,574
Data Stream Processing Language for Analyzing Instrumented Software	Dec 16, 2015	2015364688.0	Australia	
Data Stream Processing Language for Analyzing Instrumented Software	Dec 16, 2015	2969131	Canada	
Data Stream Processing Language for Analyzing Instrumented Software	Dec 16, 2015	201580069546.5	China	
Data Stream Processing Language for Analyzing Instrumented Software	Dec 16, 2015	15870999.8	European Patent	
Data Stream Processing Language for Analyzing Instrumented Software	Dec 16, 2015	201747019779.0	India	
Data Stream Processing Language for Analyzing Instrumented Software	Dec 16, 2015	2017532956.0	Japan	

TITLE	DATE FILED	APPLICATION NUMBER	COUNTRY	PATENT NUMBER
Data Stream Processing Language for Analyzing Instrumented Software	Dec 16, 2015	PCT/US2015/066132	Patent Cooperation Treaty	
User Interface for Specifying Data Stream Processing Language Programs for Analyzing Instrumented Software	Mar 11, 2016	62/307,188	United States	
Analyzing Servers Based on Data Streams Generated by Instrumented Software Executing on the Servers	Sep 10, 2016	62/393,012	United States	
User Interface for Specifying Data Stream Processing Language Programs for Analyzing Instrumented Software	Sep 27, 2016	15/277,787	United States	9,892,020
Analyzing Servers Based on Data Streams Generated by Instrumented Software Executing on the Servers	Sep 8, 2017	15/699,451	United States	
Dynamically Changing Input Data Streams Processed by Data Stream Language Programs	Sep 7, 2017	15/697,451	United States	
Processing Data Streams Received From Instrumented Software Using Incremental Finite Window Double Exponential Smoothing	Sep 15, 2017	62/559,415	United States	
Processing Data Streams Received From Instrumented Software Using Incremental Finite Window Double Exponential Smoothing	Sep 15, 2017	15/706,472	United States	
Combining Data Streams Generated by Instrumented Software Based on Metadata Correlation	Jun 1, 2018	62/679,629	United States	
Real-Time Reporting Based on Instrumentation of Software	Dec 18, 2017	15/845,991	United States	10,437,705
Representing Result Data Streams Based on Execution of Data Stream Language Programs	Dec 18, 2017	15/845,993	United States	10,409,568

TITLE	DATE FILED	APPLICATION NUMBER	COUNTRY	PATENT NUMBER
Quantization of Data Streams of Instrumented Software	Oct 31, 2017	15/799,049	United States	10,394,693
User Interface for Specifying Data Stream Processing Language Programs for Analyzing Instrumented Software	Jan 10, 2018	15/867,663	United States	10,380,002
Processing Data Streams Received from Instrumented Software in Real Time Using Incremental-Decremental Implementation of the KPSS Stationary Statistic	Feb 6, 2018	62/627,132	United States	
Processing Data Streams Received From Instrumented Software Using Incremental Finite Window Double Exponential Smoothing	Sep 12, 2018	16/129,494	United States	
Trace and Span Sampling and Analysis for Instrumented Software	Oct 26, 2018	62/751,486	United States	
Processing Data Streams Received from Instrumented Software in Real Time Using Incremental-Decremental Implementation of the KPSS Stationarity Statistic	Feb 1, 2019	16/265,218	United States	
Combining Data Streams Generated by Instrumented Software Based on Metadata Correlation	May 30, 2019	16/427,024	United States	
User Interface for Specifying Data Stream Processing Language Programs for Analyzing Instrumented Software	Aug 12, 2019	16/538,634	United States	
Real-Time Processing of Data Streams Received from Instrumented Software	Aug 21, 2019	16/546,860	United States	

TITLE	DATE FILED	APPLICATION NUMBER	COUNTRY	PATENT NUMBER
Quantization of Data Streams of Instrumented Software	Aug 17, 2019	16/543,514	United States	
Real-Time Reporting Based on Instrumentation of Software	Aug 16, 2019	16/542,318	United States	
Representing Result Data Streams Based on Execution of Data Stream Language Programs	Aug 21, 2019	16/547,559	United States	