

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OPTIMYZE.CLOUD, INC.	10/14/2022
RECEIVING PARTY DATA	
Name:	ELASTICSEARCH B.V.
Street Address:	KEIZERSGRACHT 281
City:	1016 ED AMSTERDAM
State/Country:	NETHERLANDS
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	17192720
Application Number:	17192765
Application Number:	17192803
CORRESPONDENCE DATA	
Fax Number:	(650)362-1800
<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:	650-209-4884
Email:	pto@raubvogel.com
Correspondent Name:	AMIR H. RAUBVOGEL
Address Line 1:	RAUBVOGEL LAW OFFICE
Address Line 2:	820 LAKEVIEW WAY
Address Line 4:	REDWOOD CITY, CALIFORNIA 94062
ATTORNEY DOCKET NUMBER:	OPT001 OPT002 OPT003
NAME OF SUBMITTER:	AMIR H. RAUBVOGEL
SIGNATURE:	/Amir H. Raubvogel/
DATE SIGNED:	11/20/2022
Total Attachments: 3	
source=2022.10.14 - Intercompany IP Assignment Agreement (Optimize.cloud, Inc. to elasticsearch B.V.) (SIGNED)#page1.tif	
source=2022.10.14 - Intercompany IP Assignment Agreement (Optimize.cloud, Inc. to elasticsearch B.V.) (SIGNED)#page2.tif	

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

This Intellectual Property Rights Assignment Agreement (this “*Agreement*”) is made and entered into effective as of October 14, 2022 (“*Effective Date*”) by and between Optimyze.cloud, Inc., a corporation incorporated under the laws of Delaware and having a place of business at 2815 Elliott Ave., Suite 100, Seattle, WA 98121 (“*Assignor*”), and elasticsearch B.V., a Dutch private company having its place of business at Keizersgracht 281, 1016 ED Amsterdam, the Netherlands (“*Elastic*”).

R E C I T A L S

- A. Elastic is a wholly owned subsidiary of Elastic N.V., a public company with limited liability with its corporate seat in Amsterdam, the Netherlands, and having its registered address at Keizersgracht 281, 1016 ED Amsterdam, the Netherlands (“*Elastic Parent*”);
- B. Pursuant to a merger agreement entered into on October 7, 2021 (and amended on October 27, 2021 and January 28, 2022) between Assignor and Elastic Parent, Elastic Parent acquired Assignor and Assignor became part of the Elastic group; and
- C. Assignor is owner of Intellectual Property Rights as defined below; and
- D. Elastic desires to acquire, and Assignor desires to transfer and assign to Elastic, all Intellectual Property Rights.

NOW THEREFORE, in consideration of US\$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Intellectual Property Rights.** The term “*Intellectual Property Rights*” means, collectively, all worldwide patents, patent applications, patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, domain names and registrations and applications for all of the foregoing, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill, all rights to prosecute existing and future infringement claims and to receive awards and settlements resulting from such claims, and all other proprietary, contractual, or intellectual property rights, in each case that are owned by Assignor in whole or in part. The foregoing includes all resulting patents; any divisionals, continuations, continuation-in-part applications, and continued prosecution applications (and their relevant international equivalents) and the resulting patents; any patents resulting from reissues, reexaminations, or extensions (and their relevant international equivalents) of the any patents; and international patent applications (i.e., patents in other countries) filed and the relevant international equivalents to divisionals, continuations, continuation-in-part applications and continued prosecution applications of any patent applications, and the resulting patents. “Intellectual Property Rights” includes, without limitation, the patents and patent continuation applications, the trademarks and the domain names listed in Exhibit A.

2. **Assignment.** Assignor hereby transfers and assigns, effective as of the Effective Date, Assignor’s entire right, title and interest in and to the Intellectual Property Rights, including the right to sue for and recover damages for any past, present or future infringement of such Intellectual Property Rights, said Intellectual Property Rights to be held and enjoyed by Elastic or its designee(s) as entirely as the same would have been held and enjoyed by Assignor had this assignment and transfer not been made.

3. **Assignor Representation and Warranty.** Assignor represents and warrants to Elastic that Assignor has not entered into any agreement which may encumber or restrict in any way the ability of Assignor to make the foregoing transfer and assignment.

4. **Further Assurances; Appointment of Attorney-in-Fact.** 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. Assignor further agrees, promptly upon request of Elastic or any of its successors or assigns, to execute and deliver, and to cause any of the authors or inventors of the works of authorship or inventions from whom Assignor has acquired rights in the Intellectual Property Rights therein to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to

fully secure, record, perfect, or document for Elastic, its successors and assigns, all right, title and interest in and to each of the Intellectual Property Rights, and to cooperate and assist in the prosecution of any opposition proceedings involving said rights and any adjudication of the same. Assignor hereby irrevocably designates and appoints Elastic and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.

5. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of Delaware, without giving effect to that body of laws pertaining to conflict of laws.

6. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment, waiver 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.

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned have executed this Intellectual Property Rights Assignment Agreement effective as of the date and year first above written.

OPTIMYZE.CLOUD, INC.

ELASTICSEARCH B.V.

DocuSigned by:
Marielle Reints
By: _____
1CC8DEBD0BE841A

DocuSigned by:
Janesh Moorjani
By: _____
EDCB71A4E9EE474

Name: Marielle Reints

Name: Janesh Moorjani

Title: Authorized Signatory

Title: Authorized Signatory

Date of Execution: October 14, 2022

Date of Execution: October 14, 2022

Exhibit A

Intellectual Property

U.S. Patents, including:

U.S. Application No.	Filing Date	Title:
17/192,720	March 4, 2021	SELECTING DATA COMPRESSION PARAMETERS USING A COST MODEL
17/192,765	March 4, 2021	UNWINDING PROGRAM CALL STACKS FOR PERFORMANCE PROFILING
17/192,803	March 4, 2021	PROFILING BY UNWINDING STACKS FROM KERNEL SPACE USING EXCEPTION HANDLING DATA