

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8410278

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NEFELI NETWORKS, INC.	10/31/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CLOUDFLARE, INC.
<b>Street Address:</b>	101 TOWNSEND STREET
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94107
<b>PROPERTY NUMBERS Total: 17</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10153978
Patent Number:	10868766
Patent Number:	11516140
Patent Number:	10243789
Patent Number:	11032133
Patent Number:	10243793
Patent Number:	11095508
Patent Number:	11012294
Patent Number:	11245594
Application Number:	62835309
Application Number:	63381341
Application Number:	63489149
Application Number:	63594263
PCT Number:	US2019028737
PCT Number:	US2019041654
PCT Number:	US2019044802
PCT Number:	IB2021052414
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(858)408-3570
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
<b>PATENT</b>	

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 8584811883  
**Email:** paul@mlo-ip.com  
**Correspondent Name:** PAUL STUART  
**Address Line 1:** MLO  
**Address Line 2:** 9920 PACIFIC HEIGHTS BLVD., SUITE 150  
**Address Line 4:** SAN DIEGO, CALIFORNIA 92121

<b>ATTORNEY DOCKET NUMBER:</b>	NEXTG001-CLOUDFLARE
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<b>NAME OF SUBMITTER:</b>	PAUL STUART
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<b>SIGNATURE:</b>	/Paul Stuart/
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<b>DATE SIGNED:</b>	01/29/2024
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**Total Attachments: 8**

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## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the “*Agreement*”) is entered into and effective as of October 31, 2023, by and between Nefeli Networks, Inc., a Delaware corporation (“*Assignor*”), and Cloudflare, Inc., a Delaware corporation (“*Assignee*”). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated on or about the date hereof, to which Assignor and Assignee are parties (the “*Purchase Agreement*”), Assignor sold, assigned, transferred, conveyed and delivered all of its right, title and interest in or to certain assets of the Assignor, including the Assigned Patents (defined below), to the Assignee; and

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office.

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

1. Assignment of the Assigned Patents. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor’s right, title, and interest in and to (i) the patents and/or patent applications listed on Exhibit A attached hereto, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue, or reexamination of such patents and/or patent applications, and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, or utility model, and all rights of priority resulting from the filing of such patents and/or patent applications in all countries and multilateral treaty organizations including the United States of America, the Patent Cooperation Treaty, and European Patent Convention, and (ii) any past, present or future claims or causes of actions arising out of or related to any infringement or other violation of the foregoing (collectively, the “*Assigned Patents*”).

2. General Provisions.

2.1 Further Actions. Assignor covenants and agrees to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the transactions contemplated by this Agreement and the Purchase Agreement, including in the implementation or perfection of this Agreement and the recording and execution of any additional documents necessary to facilitate the assignment of the Assigned Patents in any jurisdiction.

2.2 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware (or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware), in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the Laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and

such process. Each party agrees not to commence any legal proceedings related hereto except in such courts.

2.3 Assignments and Successors. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of the parties hereto.

2.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

2.5 Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to all representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents, are incorporated herein by this reference, and Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement. If the terms and conditions of this Agreement conflict with the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**ASSIGNOR:**

**NEFELI NETWORKS, INC.**

By: Eugenia Corrales  
Name: Eugenia Corrales  
Title: Chief Executive Officer

***AGREED TO AND ACCEPTED:***

**ASSIGNEE:**

**CLOUDFLARE, INC.**

By: \_\_\_\_\_  
Name: Douglas Kramer  
Title: General Counsel and Corporate Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**ASSIGNOR:**

**NEFELI NETWORKS, INC.**

By: \_\_\_\_\_

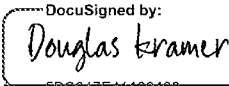
Name: Eugenia Corrales

Title: Chief Executive Officer

***AGREED TO AND ACCEPTED:***

**ASSIGNEE:**

**CLOUDFLARE, INC.**

By:  \_\_\_\_\_  
Name: Douglas Kramer  
Title: General Counsel and Corporate Secretary

**EXHIBIT A**

**ASSIGNED PATENTS**

<b>MLO Ref</b>	<b>Title*</b>	<b>Status</b>	<b>Type</b>	<b>Country</b>	<b>Filing Date</b>	<b>Priority Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Serial No.</b>	<b>Inventors</b>
NEFEP001	DISTRIBUTED ANTICIPATORY BIDIRECTIONAL PACKET STEERING FOR SOFTWARE NETWORK FUNCTIONS	Issued	Utility: Non-Provisional	United States	5/4/2018	5/4/2018	10153978	12/11/2018	15/972,015	Daniele di Proietto; Barath Raghavan; Sylvia Ratnasamy; Justine Sherry; Melvin Walls
NEFEP001C1	DISTRIBUTED ANTICIPATORY BIDIRECTIONAL PACKET STEERING FOR SOFTWARE NETWORK FUNCTIONS	Issued	Utility: Continuation	United States	12/10/2018	5/4/2018	10868766	12/15/2020	16/215,104	Daniele di Proietto; Barath Raghavan; Sylvia Ratnasamy; Justine Sherry; Melvin Walls
NEFEP001C2	DISTRIBUTED ANTICIPATORY BIDIRECTIONAL PACKET STEERING FOR SOFTWARE NETWORK FUNCTIONS	Issued	Utility: Continuation	United States	12/14/2020	5/4/2018	11516140	11/29/2022	17/120,470	Daniele di Proietto; Barath Raghavan; Sylvia Ratnasamy; Justine Sherry; Melvin Walls
NEFEP001EP	DISTRIBUTED ANTICIPATORY BIDIRECTIONAL PACKET	Published	Utility: Foreign	European Patent Office	11/19/2020	5/4/2018			19796654.2	Daniele di Proietto; Barath Raghavan; Sylvia Ratnasamy; Justine

	STEERING FOR SOFTWARE NETWORK FUNCTIONS								Sherry; Melvin Walls
NEFEP001WO	DISTRIBUTED ANTICIPATORY BIDIRECTIONAL PACKET STEERING FOR SOFTWARE NETWORK FUNCTIONS	Expired	Utility: PCT	World Intellectual Property Organization	4/23/2019	5/4/2018		PCT/US2019/028737	Daniele di Proietto; Barath Raghavan; Sylvia Ratnasamy; Justine Sherry; Melvin Wall
NEFEP002	Universal Scaling Controller for Software Network Functions	Issued	Utility: Non-Provisional	United States	7/18/2018	7/18/2018	10243789	3/26/2019	16/039,267
NEFEP002C1	Universal Scaling Controller for Software Network Functions	Issued	Utility: Continuation	United States	3/14/2019	7/18/2018	11032133	6/8/2021	16/353,062
NEFEP002EP	Universal Scaling Controller for Software Network Functions	Published	Utility: Foreign	European Patent Office	2/15/2021	7/18/2018			19838016.4
NEFEP002WO	Universal Scaling Controller for Software Network Functions	Expired	Utility: PCT	World Intellectual Property Organization	7/12/2019	7/18/2018			PCT/US2019/041654
NEFEP003	Modular System Framework for Software Network Function Automation	Issued	Utility: Non-Provisional	United States	8/13/2018	8/13/2018	10243793	3/26/2019	16/102,375
									Daniele di Proietto; Auvojit Panda; Melvin Walls; Nicholas Sun; Barath Raghavan; Sylvia Ratnasamy

**PATENT**

**REEL: 066293 FRAME: 0030**



NEFEP003C1	Modular System Framework for Software Network Function Automation	Issued	Utility: Continuation	United States	3/22/2019	8/13/2018	11095508	8/17/2021	16/361,504	Daniele di Proietto; Aurojit Panda; Melvin Walls; Nicholas Sum; Barath Raghavan; Syt Ratnasamy
NEFEP003EP	Modular System Framework for Software Network Function Automation	Published	Utility: Foreign	European Patent Office	3/12/2021	8/13/2018			19850337.7	Daniele di Proietto; Aurojit Panda; Melvin Walls; Nicholas Sum; Barath Raghavan; Syt Ratnasamy
NEFEP003WO	Modular System Framework for Software Network Function Automation	Expired	Utility: PCT	World Intellectual Property Organization	8/2/2019	8/13/2018			PCT/US2019/044802	Daniele di Proietto; Aurojit Panda; Melvin Walls; Nicholas Sum; Barath Raghavan; Sylvia Ratnasamy
NEFEP005	Inline Data Plane Monitor Placement and Operation for Network Function Virtualization	Issued	Utility: Non-Provisional	United States	4/15/2020	4/17/2019	11012294	5/18/2021	16/849,660	Sylvia Ratnasamy; Eugenia Corrales; Travis Duane Ewert
NEFEP005P	Inline Data Plane Monitor Placement and Operation for Network Function Virtualization	Expired	Utility: Provisional	United States	4/17/2019	4/17/2019			62/835,309	Sylvia Ratnasamy; Eugenia Corrales; Travis Duane Ewert
NEFEP007	Self-Monitoring Universal Scaling Controller for Software Network Functions	Issued	Utility: Non-Provisional	United States	3/25/2020	3/25/2020	11245594	2/8/2022	16/829,417	David Naylor; Daniele di Proietto; Matthew Mussumele; Kevin Fall; Sylvia Ratnasamy; Albert Christopher Torek

**PATENT**

**REEL: 066293 FRAME: 0031**

NEFEP007WO	Self-Monitoring Universal Scaling Controller for Software Network Functions	Expired	Utility: PCT	World Intellectual Property Organization	3/23/2021	3/25/2020				PCT/IB2021/052414	David Naylor, Daniele di Proietto; Matthew Mussomele; Kevin Fa Sylvia Ratnasamy; All Christopher Torek
NEFEP008P	Multi-Cloud Network Planner	Expired	Utility: Provisional	United States	10/28/2022	10/28/2022				63/381,341	David Naylor, Matthe Mukerjee; Ryan Stand Melvin Walls; Matthe Mussomele
NEFEP010P	Network Infrastructure Display and Monitoring	Pending	Utility: Provisional	United States	3/8/2023	3/8/2023				63/489,149	Eric Carino; Matthew Mukerjee; David Naylor; Ryan Standt; Michael Tovino; Meigy Tsai; Stephen Welham
NEFEP011P	Information Technology Infrastructure Resource Grouping	Pending	Utility: Provisional	United States	10/30/2023	10/30/2023				63/594,263	Ryan Standt; Stephen Welham; Meigy Tsai; David Naylor; Eric Carino

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