

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8405164

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	12/31/2021

CONVEYING PARTY DATA

Name	Execution Date
COSCREEN, INC	12/31/2021

RECEIVING PARTY DATA

Name:	DATADOG, INC
Street Address:	620 EIGHTTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	11150861

CORRESPONDENCE DATA

Fax Number: (917)451-3207

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.

Phone: 9174513207

Email: sofia.bellandi@datadoghq.com

Correspondent Name: JOE JONES

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Address Line 2: FLOOR 45

Address Line 4: NEW YORK, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	P0018-19 (CSCRN)
NAME OF SUBMITTER:	SOFIA BELLANDI
SIGNATURE:	/Sofia Bellandi/
DATE SIGNED:	01/26/2024

Total Attachments: 10

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Attn: Patent Assignment Division
United States Patent & Trademark Office
VIA EPAS Assignment Submission

January 26, 2024

Dear Sir/Madam,

Attached with this patent assignment recordation form (as directed by the assignment division agent I spoke with) I am attaching:

1. Datadog - Agreement and Plan of Merger (with CoScreen, Inc.)
2. Datadog - Certificate of Ownership and Merger (DE) - with CoScreen, Inc.
3. CoScreen - Company Disclosure Schedule - Annex 4.14(a) - IP

CoScreen Inc. was merged with Datadog, Inc per the attached documents and Datadog is now the owner of the patents listed attached document 3 above.

We respectfully request that ownership of the listed patents be updated accordingly. Should you have any questions please contact us at joe.jones@datadoghq.com, sofia.bellandi@datadoghq.com or 917.451.3207. Thank you for your assistance.

Best,
/Sofia Bellandi/

Sofia Bellandi
Product & IP Paralegal
sofia.bellandi@datadoghq.com
917.451.3207

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (“*Agreement*”), dated as of December 29, 2022, by and between COSCREEN, INC., a Delaware corporation (the “*Subsidiary*”), and DATADOG, INC., a Delaware corporation (the “*Company*”).

RECITALS

A. The board of directors of the Company (the “*Board*”) deems it advisable and in the best interests of the Company and the Subsidiary, respectively, and their respective stockholders that the Company and the Subsidiary combine.

B. The combination of the Company and the Subsidiary shall be effected by the terms of this Agreement through a transaction in which the Subsidiary will merge with and into the Company, with the Company as the surviving entity and with the separate existence of the Subsidiary shall cease (the “*Merger*”).

AGREEMENT

The parties agree as follows:

ARTICLE 1 THE MERGER

1.1 Effective Date of the Merger. Subject to the provisions of this Agreement, a certificate of ownership and merger as is required by the relevant provisions of the Delaware General Corporation Law (“*DGCL*”), substantially in the form attached hereto as EXHIBIT A (the “*Certificate of Ownership and Merger*”) shall be duly executed and delivered to the Delaware Secretary of State for filing, as provided in the DGCL, as soon as practicable after the date of this Agreement. The Merger shall become effective on December 31, 2022 (the “*Effective Date*”).

1.2 Effects of the Merger.

(a) On the Effective Date, the separate existence of the Subsidiary shall cease and the Subsidiary shall be merged with and into the Company. The Company will continue as the surviving company in the Merger. Following the Merger, the Company’s principal place of business shall continue to be 620 8th Avenue, 45th Floor, New York, NY 10018.

(b) On and after the Effective Date, the Company shall possess all the assets, rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Subsidiary; and all and singular assets, rights, privileges, powers and franchises of the Subsidiary, and all property, real, personal and mixed (whether tangible or intangible), and all debts due to the Subsidiary on whatever account, as well as all other things in action or belonging to the Subsidiary, shall be vested in the Company, and all assets, property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Company as they were of the Subsidiary, and the title to any real estate vested by deed or otherwise, in the Subsidiary, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Subsidiary shall be

preserved unimpaired, and all debts, liabilities, obligations, restrictions and duties of the Subsidiary, pursuant to contracts in place as of the Effective Date or otherwise, shall thereafter attach to the Company, and may be enforced against it to the same extent as if such debts, liabilities, obligations and restrictions had been incurred by it.

1.3 Cancellation of Subsidiary Capital Stock; Treatment of Company Shares.

On the Effective Date, each share of Subsidiary capital stock outstanding as of immediately prior to the Effective Date shall be cancelled without consideration. On the Effective Date, each outstanding share of Company capital stock shall remain outstanding and shall continue to represent one share of the capital stock of the Company, of the same class and series as such share represented (of the Company) prior to the Effective Date.

1.4 Certificate of Incorporation and Bylaws.

The certificate of incorporation and bylaws of the Company in effect on the Effective Date shall continue to be the certificate of incorporation and bylaws of the Company.

1.5 Directors.

The directors of the Company immediately preceding the Effective Date shall continue to be the directors of the Surviving Company on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

1.6 Officers.

The officers of the Company immediately preceding the Effective Date shall continue to be the officers of the Company on and after the Effective Date to serve at the pleasure of the Board.

**ARTICLE 2
CLOSING**

2.1 Closing.

The closing (the “*Closing*”) of the Merger shall take place remotely by the electronic exchange of documents on the date hereof.

**ARTICLE 3
MISCELLANEOUS PROVISIONS**

3.1 Further Assurances.

Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

3.2 Interpretation.

Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural and the part the whole and (b) “or” has the inclusive meaning frequently identified with the phrase “and/or”. The Section and other headings contained in this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect.

3.3 Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its provisions concerning conflict of laws that would cause the laws of another jurisdiction to govern.

3.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

3.5 Severability. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

3.6 Successors and Assigns. This Agreement shall be binding upon each of the parties hereto and each of their respective successors and assigns, if any. This Agreement shall inure to the benefit of: the Company, the Subsidiary and the respective successors and assigns, if any, of the foregoing.

3.7 Tax Matters. For U.S. federal income tax purposes, (a) the Merger is intended to be a tax-free complete liquidation of a subsidiary under Section 332 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and/or a tax-free reorganization under Section 368(a) of the Code, and (b) the Merger Agreement is intended to be, and is hereby adopted as, a plan of liquidation for purposes of Section 332 of the Code and/or a plan of reorganization for purposes of Section 368 of the Code and, in each case, the applicable Treasury Regulations.

3.8 Entire Agreement; Amendment. This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

This Agreement and Plan of Merger has been executed by the parties hereto on the date first written above.

COMPANY:

DATADOG, INC.

By: Olivier Pomel
Name: Olivier Pomel
Title: Chief Executive Officer

SUBSIDIARY:

COSCREEN, INC.

By: Olivier Pomel
Name: Olivier Pomel
Title: Authorized Signatory

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"COSCREEN, INC.", A DELAWARE CORPORATION,
WITH AND INTO "DATADOG, INC." UNDER THE NAME OF "DATADOG, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2022, AT 3:15 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2022.




Jeffrey W. Bullock, Secretary of State

4832851 8100M
SR# 20224405693

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 205215130
Date: 12-29-22

PATENT
REEL: 066374 FRAME: 0409

**CERTIFICATE OF OWNERSHIP AND MERGER
MERCING
COSCREEN, INC.
WITH AND INTO
DATADOG, INC.**

Pursuant to Section 253 of the Delaware General Corporation Law (the "**DGCL**")

DATADOG, INC. a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"), DOES HEREBY CERTIFY:

FIRST: That the Corporation was incorporated on the 4th day of June, 2010 pursuant to the DGCL.

SECOND: That the Corporation owns all of the outstanding shares of the capital stock of CoScreen, Inc., a corporation incorporated on the 29^h day of May, 2015 pursuant to the DGCL (the "**Subsidiary**").

THIRD: The Board of Directors of the Corporation, by unanimous written consent, duly adopted the following resolutions on December 29, 2022, and determined to merge the Subsidiary into the Corporation on the conditions set forth in such resolutions:

RESOLVED: That the merger of the Subsidiary with and into the Corporation, pursuant to Section 253 of the DGCL, with the separate existence of the Subsidiary ceasing and the Corporation being the surviving corporation of the merger (the "**Merger**"), pursuant to an Agreement and Plan of Merger be, and it hereby is, approved.

RESOLVED: That all the property, rights, privileges, powers and franchises of the Subsidiary will vest in the Corporation as the surviving corporation upon consummation of the Merger, and all debts, liabilities and duties of the Subsidiary will become the debts, liabilities and duties of Corporation as the surviving corporation upon consummation of the Merger.

RESOLVED: That that the officers of the Corporation, each of them with full authority to act without the others, are hereby authorized and directed, for and on behalf of the Corporation, to cause the Corporation to execute and deliver, and file with the Delaware Secretary of State, a Certificate of Ownership and Merger, with respect to the merger of the Subsidiary with and into the Corporation, and to execute, deliver and file such additional documents or perform such acts as are determined to be necessary or appropriate to carry out the merger of the Subsidiary into the Corporation as described above, with any such officer's execution

and filing of such Certificate of Ownership and Merger to be conclusive evidence thereof.

RESOLVED: That officers of the Corporation be, and each of them hereby is, authorized and directed, for and on behalf of the Corporation, to take such further action and execute such additional documents as each may deem necessary or appropriate to carry out the purposes of the above resolutions.

FOURTH: The Merger of the Subsidiary into the Corporation is to be effective as of December 31, 2022.

IN WITNESS WHEREOF, Datadog, Inc. has caused this Certificate of Ownership and Merger to be executed by its authorized officer this 29th day of December, 2022.

DATADOG, INC.

By: Olivier Pomel

Olivier Pomel
Chief Executive Officer

Annex 4.14(a) - Patents, Trademarks, Domain Names

Patents

Country	Patent ID		Status
US	US10747418B2	Frictionless interface for virtual collaboration, communication and cloud computing	Granted & active
US	US1150861B1	Apparatus and method for simultaneous multi-user screen and window sharing, capturing and coordination	Granted & active
US	(App ID 17/236,608)	(Apparatus and method for contextual capturing, storing, and recreating interactive remote collaboration sessions and application windows)	Filed
Germany	(App ID 112016003352.4)	(Frictionless interface for virtual collaboration, communication and cloud computing)	Filed

PATENT

REEL: 066374 FRAME: 0413

RECORDED: 01/26/2024