

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI73715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2022		
SEQUENCE:	1		
CONVEYING PARTY DATA			
		Name	Execution Date
		COSCREEN, INC.	12/31/2021
RECEIVING PARTY DATA			
Company Name:	DATADOG, INC.		
Street Address:	620 EIGHTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	17236608		
Application Number:	15208181		
CORRESPONDENCE DATA			
Fax Number:	9174513207		
<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:	9174513207		
Email:	sofia.bellandi@datadoghq.com,joe.jones@datadoghq.com		
Correspondent Name:	Mr. Joe Jones		
Address Line 1:	620 EIGHTH AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	COSCREEN P018 P019		
NAME OF SUBMITTER:	Sofia Bellandi		
SIGNATURE:	Sofia Bellandi		
DATE SIGNED:	03/06/2024		
Total Attachments: 17			
source=12-29-2022 Datadog - Agreement and Plan of Merger (with CoScreen, Inc.) [Executed]#page1.tif			
source=12-31-2022 Datadog - Certificate of Ownership and Merger (DE) - with CoScreen, Inc. [Filed]#page1.tif			
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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

Delaware

The First State

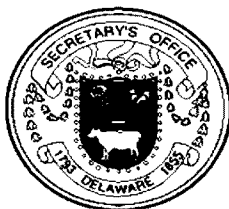
Page 1


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

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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]

**CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
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 29th 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

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

EXHIBIT A
CERTIFICATE OF OWNERSHIP AND MERGER
[ATTACHED]

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.

**CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
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

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

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 _____ day of December, 2022.

DATADOG, INC.

By: _____
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

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CoScreen, Inc. Trademark Status Chart

Privileged and Confidential
Attorney-Client Communication

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
COSCREEN	United States	Application No. 86618109 Registration No. 4994557	Class 42: Software as a service (SaaS) services featuring software for sharing computer application windows and digital documents between users over the internet, for providing users with access to computer applications over the internet, for synchronous and asynchronous viewing and editing of digital content over the internet and for synchronous and asynchronous communication by video, audio and text over the internet.	Filed May-04-2015 Registered Jul-05-2016 First Use: Apr- 29-2015 First Use in Commerce: Apr- 03-2016	Declaration of Use due Jul-05-2022 Renew registration by Jul-05-2026
COSCREEN	Australia (via Madrid Protocol)	Application No. 1556676 Registration No. 1556676	Class 42: Software as a service (SaaS) services featuring software for sharing computer application windows and digital documents between users over the internet, for providing users with access to computer applications over the internet, for synchronous and asynchronous viewing and editing of digital content over the internet and for synchronous and asynchronous communication by video, audio and text over the internet	Filed Aug-31-2020 Registered Apr- 12-2021	Use in Australia by Apr-12-2024 Renew registration by Aug-31-2030
COSCREEN	Canada (via Madrid Protocol)	Application No. 1556676	Class 42: Software as a service (SaaS) services featuring software for sharing computer application windows and digital documents between users over the internet, for providing users with access to computer applications over the internet, for synchronous and asynchronous viewing and editing of digital content over the internet and for synchronous and asynchronous communication by video, audio and text over the internet	Filed Aug-31-2020	Check status of application Feb- 28-2022

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CoScreen, Inc.
Trademark Status Chart

Privileged and Confidential
Attorney-Client Communication

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
COSCREEN	China	Application No. 49398592 Registration No. 49398592	Class 38: Message sending; Transmission of digital files; Transmission of sound, images, signal and data via internet; Electronic data transmission; Communications by computer terminals; Provides access to computer programs in the data network; Providing internet chatrooms; Providing access to databases; Providing user access to global computer networks; Transmission of information via computer connected to a remote information processing network	Filed Sep-01-2020 Registered May - 7-2021	Use in China by May-7-2024 Renew registration by May-7-2031
COSCREEN	China	Application No. 49395747 Registration No. 49395747	Class 42: Software as a service (SaaS); Platform as a service [Paas]; Electronic data storage; Off-site data backup; Computer software design; Updating of computer software; Maintenance of computer software; Computer rental; Installation of computer software; Computer software consultancy	Filed Sep-01-2020 Registered May - 7-2021	Use in China by May-7-2024 Renew registration by May-7-2031
COSCREEN	European Union	Application No. 018301358 Registration No. 018301358	Class 38: Providing user access via the internet to computer applications, for synchronous and asynchronous viewing and editing of digital content over the internet and for synchronous and asynchronous communication by video, audio and text over the internet; Providing user access via the internet to software platforms for transmission of images, audio-visual content, video content and messages between users Class 42: Software as a service (SaaS) featuring software for management of computer application windows and digital documents between users over the internet, for providing users with access to computer applications over the internet, for synchronous and asynchronous viewing and editing of digital content over the internet and for synchronous and asynchronous communication by video, audio and text over the internet; Platform as a service [Paas] featuring software platforms for transmission of images, audio-visual content, video content and messages between users	Filed Sep-03-2020 Registered Jan- 13-2021	Use in EU by Jan-13-2026 Renew registration by Sep-3-2020

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CoScreen, Inc.
Trademark Status Chart

Privileged and Confidential
Attorney-Client Communication

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
COSCREEN	Japan (via Madrid Protocol)	Application No. 1556676	Class 42: Software as a service (SAAS) services featuring software for sharing computer application windows and digital documents between users over the internet, for providing users with access to computer applications over the internet, for synchronous and asynchronous viewing and editing of digital content over the internet and for synchronous and asynchronous communication by video, audio and text over the internet	Filed Aug-31-2020	Check status of application Feb- 28-2022
COSCREEN	Madrid Protocol Designated Jurisdictions: Australia, Canada, Japan, United Kingdom	Registration No. 1556676	Class 42: Software as a service (SAAS) services featuring software for sharing computer application windows and digital documents between users over the internet, for providing users with access to computer applications over the internet, for synchronous and asynchronous viewing and editing of digital content over the internet and for synchronous and asynchronous communication by video, audio and text over the internet	Registered Aug-31-2020	Renew registration by Aug-31-2030
COSCREEN	United Kingdom (via Madrid Protocol)	Application No. 1556676	Class 42: Software as a service (SAAS) services featuring software for sharing computer application windows and digital documents between users over the internet, for providing users with access to computer applications over the internet, for synchronous and asynchronous viewing and editing of digital content over the internet and for synchronous and asynchronous communication by video, audio and text over the internet	Filed Aug-31-2020 Registered Apr- 20-2021	Use in U.K. by Apr-20-2026 Renew registration by Aug-31-2030

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Domain Names

ID	Domain Name	Domain status at NC	Domain auto-renew status	Domain expiration date	Registrar
1	coscreen.co	Active	ON	Jan 24 2022	Namecheap
2	coscreen.io	Active	ON	Apr 25 2022	Namecheap
3	coscreen.org	Active	ON	Apr 25 2022	Namecheap
4	coscreen.us	Active	ON	Apr 24 2022	Namecheap
5	ccr.vc	Active	ON	May 08 2022	Namecheap
6	coscream.com	Active	ON	Aug 12 2022	Namecheap
7	cs.new	Alert	OFF	Jun 03 2022	Namecheap
8	cscrn.com	Active	ON	Apr 17 2022	Namecheap
9	csn.to	Active	ON	May 02 2022	Namecheap
10	csr.vc	Active	ON	May 08 2022	Namecheap
11	deepcollaboration.app	Active	ON	Sep 17 2022	Namecheap
12	deepcollaboration.is	Active	ON	Sep 17 2022	Namecheap
13	deepcollaboration.net	Active	ON	Sep 17 2022	Namecheap
14	deepcollaboration.so	Active	ON	Sep 17 2022	Namecheap
15	deepcollaborationpodcast.com	Active	ON	Jan 12 2022	Namecheap
16	getcoscreen.com	Active	ON	Jan 21 2022	Namecheap
17	mobcoding.com	Active	ON	Sep 20 2022	Namecheap
18	mobcollaboration.com	Active	ON	Sep 20 2022	Namecheap
19	mobdevelopment.com	Active	ON	Sep 20 2022	Namecheap
20	mobeverything.com	Active	ON	Sep 20 2022	Namecheap
21	multiplayercoding.com	Active	ON	Apr 28 2022	Namecheap
22	multiplayerlearning.com	Active	ON	Apr 28 2022	Namecheap
23	multiplayersupport.com	Active	ON	Apr 28 2022	Namecheap
24	multiplayerwork.com	Active	ON	Apr 28 2022	Namecheap
25	pairprograming.com	Active	ON	Aug 07 2022	Namecheap
26	pairprogramming.net	Active	ON	Aug 07 2022	Namecheap
27	pleasesendusyourlogs.com	Active	ON	Oct 28 2022	Namecheap
28	sendusyourlogs.com	Active	ON	Oct 28 2022	Namecheap
29	split-screen-sharing.com	Active	ON	Aug 11 2022	Namecheap
30	split-screensharing.com	Active	ON	Aug 11 2022	Namecheap
31	splitscreensharing.com	Active	ON	Aug 11 2022	Namecheap
32	cosc.re	Active	ON	Apr 17 2022	101domain

PATENT

RECORDED: 03/06/2024

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