

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI119175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLOWMILL LLC		12/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	SPLUNK INC.		
Street Address:	250 BRANNAN STREET		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6102885	FLOWMILL	
Registration Number:	6102886	FLOWMILL	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
	<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:	4152687810		
Email:	SGuerra@mofo.com, TMDocket@mofo.com		
Correspondent Name:	Muzamil Huq		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	70773-6050.000 & 6050.001		
NAME OF SUBMITTER:	STEPHANIE GUERRA		
SIGNATURE:	STEPHANIE GUERRA		
DATE SIGNED:	03/25/2024		
Total Attachments: 8			
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ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement (“Agreement”) is made as of December 7, 2020 (“Effective Date”) between Splunk Inc. (“Assignee”) and Flowmill LLC (“Assignor”). In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Definitions

1.1 “Contract” shall mean any written, oral or other agreement, contract, subcontract, lease, license, covenant, understanding, arrangement, instrument, note, warranty, insurance policy, benefit plan or legally binding commitment or undertaking of any nature.

1.2 “Intellectual Property Rights” shall mean any and all of the following and any rights (whether statutory, common law or otherwise) which may exist or be created under the laws of any jurisdiction in the world relating to, arising from or associated with the following: (a) registered or unregistered copyrights, databases, Moral Rights, exclusive exploitation rights, and all other rights associated with works of authorship, Software, and other works containing copyrightable subject matter; (b) registered or unregistered trademarks, trade names, trade dress, domain names, social media identifiers, and similar indicia of origin, together with all embodiments thereof and all goodwill related to any of the foregoing; (c) trade secrets, including any information, methods, techniques and processes, that derive independent economic value from not being generally known to the public or other persons and is the subject of efforts to maintain secrecy; (d) patents, industrial property rights, inventor’s certificates, utility model rights and similar rights; (e) other proprietary rights in Technology; (f) any rights equivalent or similar to any of the foregoing; and (g) rights in or relating to registrations, renewals, extensions, combinations, continuations, continuations-in-part, divisions, and reissues of, and applications for, any of the rights referred to in clauses “(a)” through “(f)” above.

1.3 “Moral Rights” shall mean any right to claim authorship to or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such work would be prejudicial to the author’s reputation, and any similar right, such as recognition of authorship or access to work, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

1.4 “Software” means any and all (a) computer programs, including any and all software implementations of algorithms, heuristics, models and methodologies, (b) testing, validation, verification and quality assurance materials, (c) databases, conversions, interpreters and compilations, including any and all data and collections of data, whether machine readable or otherwise, (d) descriptions, schematics, flow charts and other work product used to design, plan, organize and develop any of the foregoing, (e) documentation, including user manuals, web materials and architectural and design specifications and training materials, relating to any of the foregoing, (f) software development processes, practices, methods and policies recorded in permanent form, relating to any of the foregoing, and (g) performance metrics, sightings, bug and feature lists, build, release and change control manifests recorded in permanent form, relating to any of the foregoing.

1.5 “Source Code” shall mean computer software and code, in form other than object code or machine readable form, including related programmer comments and annotations, help text, data and data mining structure, instructions and procedural, object-oriented and other code, which may be printed out or displayed in human readable form.

1.6 “Technology” shall mean technical, engineering, manufacturing, product, marketing, servicing, and financial information and materials, algorithms, APIs, apparatus, circuit designs and assemblies, gate arrays, net lists, test vectors, design rules, models, databases, data collections and other compilations of data, diagrams, formulae, inventions (whether or not patentable), procedures, processes, know-how, logos, marks (including brand names, product names, logos and slogans), methods, network configurations and architectures, proprietary and confidential information, protocols, schematics, specifications, Software, software code (in any form, including Source Code), subroutines, techniques, user interfaces, URLs, web sites, works of authorship, domain names, uniform resource locators, social media identifiers, sales methodologies and processes, training protocols and similar methods and processes, customer lists, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries).

2. **Assignment and Transfer.** Assignor hereby transfers, assigns, contributes, conveys, distributes and delivers to Assignee all of Assignor’s right, title, benefit, privileges and interest in and to all of the rights, properties, goodwill and assets of the Assignor of every nature, kind and description, tangible and intangible, wherever located, whether or not carried on the books of the Assignor (the “Transferred Assets”), except those assets expressly identified as Excluded Assets on Schedule 1 attached hereto (the “Excluded Assets”), which Excluded Assets shall remain with the Assignor. The Transferred Assets specifically include, without limitation, all of the following (but shall exclude the Excluded Assets):

- (a) all Intellectual Property Rights owned by Assignor as of the date hereof;
- (b) all Contracts entered into by the Assignor, and all of Assignor’s burdens, obligations and liabilities in connection therewith, other than the Excluded Liabilities (as defined below) and those Contracts specified on Schedule 1 (such Contracts, other than those included on Schedule 1, the “Assigned Contracts”);
- (c) all cash, cash equivalents and bank accounts;
- (d) all receivables, credits and deposits; and
- (e) all furniture, fixtures, equipment, permits licenses and similar authorizations.

Assignee hereby accepts the assignment of the Transferred Assets set forth in this Section 2 and, subject to Section 3, agrees to pay, perform and discharge all of Assignor’s liabilities from and after the date of this Agreement. If any of Assignor’s right, title, benefit, privileges and interest in or to any of the Transferred Assets is unassignable as contemplated in connection with this Agreement for any reason, including as a result of applicable law or otherwise, Assignor agrees to cooperate with Assignee and take all necessary actions to resolve such issue in accordance with Section 4.1, including, without limitation, by obtaining for the benefit of Assignee a license under, or covenant not to sue with respect to, any such unassignable Transferred Assets. Except for the known liabilities arising out of or relating to the Transferred Assets as of the closing of the acquisition of Assignor by Assignee on December 7, 2020 (the “Acquisition”), Assignee assumes no other liabilities of the Assignor (including, without limitation, the Excluded Liabilities (as defined below)), and the parties hereto agree that all such other liabilities shall remain the sole responsibility of Assignor.

3. **Excluded Liabilities.** Assignor will retain, and will be solely responsible for paying, performing and discharging, and Assignee will not assume or otherwise have any responsibility or

liability for, any liabilities of Assignor, including but not limited to any liabilities arising out of or relating to (a) the use or ownership of the Transferred Assets in connection with the operation of the Assignor's business by Assignor prior to the Acquisition, (b) any taxes of Assignor, (c) the Excluded Assets, (d) all fees and expenses incurred by Assignor in connection with the Acquisition, including any such fees and expenses payable to all attorneys, accountants, financial advisors and other professionals and bankers', brokers' or finders' fees, (e) any liability, claim, right or payment under any employee benefit plan that was maintained or contributed by Assignor, (f) any unknown, future or potential liabilities of Assignor that Assignee was not aware of as of the Acquisition and (g) the liabilities specified on Schedule 2 (collectively, the "Excluded Liabilities").

4. Further Assurances

4.1 Assistance. Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Transferred Assets and the vesting of complete and exclusive ownership of the Transferred Assets in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) all Intellectual Property Rights relating to any or all of the Transferred Assets in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights;

(c) to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property; and

(d) to assist in any matter or issue as Assignee may request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

4.2 Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property (including any Intellectual Property Rights therein or related thereto), whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

5. Miscellaneous

5.1 Injunctive Relief. Assignor acknowledges and agrees that any breach of this Agreement by Assignor would cause Assignee to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain and for which a remedy at law will be inadequate. Accordingly, Assignee will have the right and be entitled to injunctive and other equitable relief to

prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages, in addition to any other rights and remedies that it may have.

5.2 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the prior written consent of Assignee.

5.3 Governing Law. This Agreement will be governed by, and interpreted and construed in accordance with, the laws of the State of California without reference to its conflicts of law provisions.

5.4 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

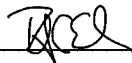
5.5 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

5.6 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

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

ASSIGNOR:

FLOWMILL LLC

By:  _____

Name: Tim Emanuelson

Title: Chief Executive Officer

ASSIGNEE:

SPLUNK INC.

By: _____

Name: Jason Child

Title: SVP and Chief Financial Officer

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

ASSIGNOR:

FLOWMILL LLC

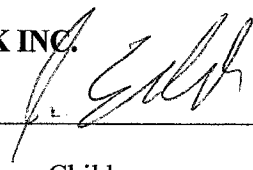
By: _____

Name: Tim Emanuelson

Title: Chief Executive Officer

ASSIGNEE:

SPLUNK INC.

By: _____ 

Name: Jason Child

Title: SVP and Chief Financial Officer

SCHEDULE 1

EXCLUDED ASSETS

None

SCHEDULE 2

EXCLUDED LIABILITIES

None