

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP		04/08/2008	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	VMware, Inc.		
Street Address:	3401 Hillview Avenue		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2903679	THINAPPS	
Registration Number:	2668934	THIN-APPSYS	
CORRESPONDENCE DATA			
Fax Number:	(312)554-8015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-554-8000		
Email:	baa@pattishall.com		
Correspondent Name:	Brett A. August		
Address Line 1:	311 South Wacker Drive		
Address Line 2:	Suite 5000		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Anne Snyder		
Signature:	/acs/		
Date:	04/24/2008		

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Total Attachments: 9

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TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into by and between Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP, an Illinois limited liability partnership located and doing business at 311 South Wacker Drive, Suite 5000, Chicago, Illinois 60606 ("Assignor"), and VMware, Inc., a Delaware corporation located and doing business at 3401 Hillview Avenue, Palo Alto, California 94304 ("Assignee"). This Agreement shall be effective immediately upon execution of the Trademark Assignment agreement between Assignor and Information Systems Engineering, Inc. ("Information Systems"), which agreement shall be in substantially the same form as the agreement attached hereto as Exhibit A, by both parties thereto (hereinafter, the "Effective Date").

WHEREAS, Assignor owns the trademarks THINAPPS, USPTO Reg. No. 2903679, and THIN-APPSYS, USPTO Reg. No. 2668934 ("the THINAPPS Marks"), as well as the domain name <thinapps.com> (the THINAPPS Domain"); and

WHEREAS, Assignor acquired the THINAPPS Marks, the THINAPPS Domain and related rights as an agent and on behalf of Assignee;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby accept and acknowledge, the parties agree as follows:

1. **THINAPPS Rights.** As used herein, the term "THINAPPS Rights" includes all right, title and interest in and to the THINAPPS Marks and THINAPPS Domain, as well as in and to all trademarks, service marks, trade names, corporate names, domain names, slogans and other commercial designations comprised in whole or in part of THINAPPS or THIN-APPSYS that are owned, used or claimed by Assignor, including without limitation any and all marks confusingly similar thereto, all common-law rights therein, all registrations and applications to register such THINAPPS marks, all goodwill appurtenant thereto and the right to bring suit for current or past infringement thereof.
2. **Trademark Assignment.**
 - a. Assignor hereby assigns and transfers all the THINAPPS Rights to Assignee.
 - b. The transfer of the THINAPPS Rights shall be effective immediately upon the acquisition of those rights by Assignor under the agreement attached hereto as Exhibit A.
 - c. Upon or promptly after the Effective Date, Assignor shall deliver to Assignee all of the following:
 - (i) all documentation, as described in paragraph 5, delivered to Assignor pursuant to Section 2(c)(i) of the agreement attached as Exhibit A; and
 - (ii) the complete trademark application and registration file(s) relating to the THINAPPS Marks, including at least one extra sample of each specimen provided to the USPTO in support of registration of the THINAPPS Marks, to the extent delivered to Assignor pursuant to Section 2(c)(ii) of the agreement attached as Exhibit A.
3. **Warranties.** Assignor hereby represents and warrants to Assignee as follows:

- a. To Assignor's best knowledge and belief, Assignor has the full right and legal authority to enter into this Assignment.
 - b. To Assignor's best knowledge and belief, no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the assignments contemplated herein.
 - c. To Assignor's best knowledge and belief, Assignor is the owner of all right, title, and interest in and to the THINAPPS Rights free and clear of all liens, security interests, encumbrances, financing statements, or other pledges.
 - d. To Assignor's best knowledge and belief, no other party, other than Assignee, has any right, title or interest in and to the intellectual property rights assigned to Assignee under this Assignment.
4. **Cooperation.** Assignor will provide to Assignee upon request all pertinent facts and documents relating to the THINAPPS Rights as may be known and accessible to Assignor. In the event the THINAPPS Rights are ever contested, Assignor will assist Assignee to obtain the cooperation of Information Systems in any proceeding related thereto. Assignor will promptly execute and deliver any and all papers, instruments or affidavits that may be necessary or desirable to obtain, maintain, register or enforce the THINAPPS Rights.
5. **Trademark Documentation.** Assignor shall furnish to Assignee at the time of execution of this Assignment or promptly thereafter any and all written documentation in its possession that substantiates use and ownership of the THINAPPS Marks by Information Systems and/or Assignor.
6. **Consent.** Assignor hereby consents to and shall not challenge or object to the use or registration of the THINAPPS Marks by Assignee, its affiliates, subsidiaries, partners, assignees, transferees or direct or indirect licensees.
7. **Payment.** As consideration for the Assignment of the THINAPPS Rights, Assignee shall pay Assignor the sum of Eighteen Thousand Four Hundred U.S. Dollars (U.S. \$18,400.00) by wire transfer prior to submission to Information Systems of the agreement attached hereto as Exhibit A.
8. **Indemnification.** Assignor hereby conveys to Assignee all rights and privileges acquired by Assignor by operation of the agreement attached here as Exhibit A, including Information Systems' obligation to indemnify, defend and hold Assignor harmless from and against any losses, costs, expenses (including without limitation attorneys' fees), claims, liabilities or damages arising out of or in connection with any breach by Information Systems of its obligations, representations or warranties hereunder or arising out of the exercise of the assignments therein. The provisions of this paragraph shall survive any termination or expiration of this Assignment.
9. **Attorney-In-Fact.** Assignor hereby appoints Assignee as its irrevocable attorney-in-fact for the sole purpose of enforcing and protecting, at the option of Assignee, all rights, licenses, privileges and property granted herein, to prevent any infringement of such rights and to litigate, collect and receive compensation for all damages arising from such infringement, using the name of Assignor in the discretion of Assignee, and joining Assignor as party plaintiff or defendant in any such suit or proceeding, at Assignee's sole expense.

10. **Notices.** Any notice, request, instruction or other communication to be given hereunder by either party hereto shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, provided delivery is actually tendered at the appropriate address, addressed to the persons identified below (i) in person, or (ii) by courier service, or (iii) by facsimile copy (with original copy mailed the same day), or (b) three (3) calendar days after deposit in the U.S. mails by first class certified mail, postage prepaid, return receipt requested, all addressed as set forth below:

a. If to Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP.:

Brett A. August, Esq.
Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP
311 South Wacker Drive, Suite 5000
Chicago, Illinois 60606
Telephone No. 312-554-8000
Facsimile No. 312-554-8015

b. If to VMware, Inc.:

Teresa Healy, Esq.
VMware, Inc.
3401 Hillview Avenue
Palo Alto, California 94304
Telephone No. 1-877-486-9273
Facsimile No. 650-427-5001

11. **Miscellaneous.**

a. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to choice of law principles. Any action brought to enforce any term of this Assignment shall be brought in state or federal courts located in Cook County in the State of Illinois. In the event that either party sues to enforce any provision of this Assignment, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

b. Neither party shall have any authority to act or grant any licenses on behalf of the other party.

c. If any provision of this Assignment is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severed herefrom, without affecting the remaining portions of this Assignment, which shall remain in full force and effect, provided that the severing of such provision does not materially change the substance of this Assignment.

d. The rule of contract construction providing that ambiguities are resolved against the drafter shall not apply to any portion of this Assignment.

e. This Assignment shall be binding upon and shall inure to the benefit of each party, their respective representatives, principals, successors, affiliates, subsidiaries and assigns.

f. Each of the undersigned warrants that he or she has authority to enter into this Assignment on behalf of the party for whom he or she signs.

g. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have signed this Assignment on the dates indicated below.

PATTISHALL, McAULIFFE, NEWBURY, HILLIARD & GERALDSON LLP **VMWARE, INC.**

By: [Signature]
Name: Brett A August
Title: Partner
Date: 4/7/08

By: [Signature]
Name: Tom Jurewicz
Title: Vice President of Finance
Date: 03/20/08

Approved by [Signature]
for TH and WLA
Date: 03/20/08

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into by and between Information Systems Engineering, Inc., a Wisconsin corporation located and doing business at 1331 Capital Drive, Oconomowoc, Wisconsin 53066 ("Assignor"), and Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP, an Illinois limited liability partnership located and doing business at 311 South Wacker Drive, Suite 5000, Chicago, Illinois 60606 ("Agent"), and participating in this assignment as an agent of the Ultimate Assignee. This Agreement shall be effective as of the date upon which it has been executed by both parties, as indicated below.

WHEREAS, Assignor owns the trademarks THINAPPS, USPTO Reg. No. 2903679, and THIN-APPSYS, USPTO Reg. No. 2668934 ("the THINAPPS Marks"), as well as the domain name <thinapps.com> (the THINAPPS Domain"); and

WHEREAS, the Ultimate Assignee has requested that Agent acquire the THINAPPS Marks, the THINAPPS Domain and related rights on its behalf;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby accept and acknowledge, the parties agree as follows:

1. **THINAPPS Rights.** As used herein, the term "THINAPPS Rights" includes all right, title and interest in and to the THINAPPS Marks and THINAPPS Domain, as well as in and to all trademarks, service marks, trade names, corporate names, domain names, slogans and other commercial designations comprised in whole or in part of THINAPPS or THIN-APPSYS that are owned, used or claimed by Assignor or any affiliate of Assignor, including without limitation any and all marks confusingly similar thereto, all common-law rights therein, all registrations and applications to register such THINAPPS marks, all goodwill appurtenant thereto and the right to bring suit for current or past infringement thereof.

2. **Trademark Assignment.**

a. Assignor hereby assigns and transfers all the THINAPPS Rights to Agent.

b. Simultaneous with the execution of this Assignment, Agent is assigning and transferring the THINAPPS Rights in their entirety to the Ultimate Assignee by separate agreement, the effective date of which is the same as that of the present Assignment.

c. Upon or promptly after execution of this Assignment by both parties, Assignor shall deliver to Agent for transfer to Ultimate Assignee all of the following:

(i) all documentation, as described in paragraph 5, not previously delivered to Agent; and

(ii) Assignor's complete trademark application and registration file(s) relating to the THINAPPS Marks, including at least one extra sample of each specimen provided to the USPTO in support of registration of the THINAPPS Marks.

3. **Warranties.** Assignor hereby represents and warrants to Agent as follows:

a. Assignor has the full right and legal authority to enter into this Assignment.

- b. No assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the assignments contemplated herein.
- c. Assignor is the owner of all right, title, and interest in and to the THINAPPS Rights free and clear of all liens, security interests, encumbrances, financing statements, or other pledges.
- d. To Assignor's best knowledge and belief, no other party, other than Agent and Ultimate Assignee, has any right, title or interest in and to the intellectual property rights assigned to Agent under this Assignment.
4. **Cooperation.** Assignor will provide to Agent upon request all pertinent facts and documents relating to the THINAPPS Rights as may be known and accessible to Assignor. In the event the THINAPPS Rights are ever contested, Assignor will testify and cooperate with Agent and Ultimate Assignee in any proceeding related thereto. Assignor will promptly execute and deliver any and all papers, instruments or affidavits that may be necessary or desirable to obtain, maintain, register or enforce the THINAPPS Rights.
5. **Trademark Documentation.** Assignor shall furnish to Agent at the time of execution of this Assignment written documentation substantiating Assignor's use and ownership of the THINAPPS Marks. Such documentation shall include, generally, materials showing Assignor's first use of the THINAPPS Marks on or in connection with any associated goods and services; Assignor's first use of the THINAPPS Marks in interstate commerce; and Assignor's continuing use of the THINAPPS Marks. Such materials may include, for example: invoices to customers; labels, name plates, cartons and like materials bearing the THINAPPS Marks as used by Assignor in its sale of goods; advertising, business literature and other materials showing the sale and offering of services under the THINAPPS Marks; media articles concerning Assignor's goods and services marketed and sold under the THINAPPS Marks; and other materials such as brochures, stationery and business cards showing use of the THINAPPS Marks by Assignor.
6. **Consent.** Assignor hereby consents to and shall not challenge or object to the use or registration of the THINAPPS Marks by the Ultimate Assignee, its affiliates, subsidiaries, partners, assignees, transferees or direct or indirect licensees.
7. **Payment.** As consideration for the Assignment of the THINAPPS Rights, Agent shall pay Assignor the sum of Eighteen Thousand Four Hundred U.S. Dollars (U.S. \$18,400.00) by wire transfer within five (5) business days of the Effective Date of this Assignment. Assignor shall be responsible for any taxes due in connection with receipt of said payment.
8. **Indemnification.** Assignor shall indemnify, defend and hold Agent and Ultimate Assignee harmless from and against any losses, costs, expenses (including without limitation attorneys' fees), claims, liabilities or damages arising out of or in connection with any breach by Assignor of its obligations, representations or warranties hereunder or arising out of the exercise of the assignments herein. The provisions of this paragraph shall survive any termination or expiration of this Assignment.
9. **Attorney-In-Fact.** Assignor hereby appoints Agent and the Ultimate Assignee as its irrevocable attorneys-in-fact for the sole purpose of enforcing and protecting, at the option of Agent and Ultimate Assignee, all rights, licenses, privileges and property granted herein, to prevent any infringement of such rights and to litigate, collect and receive compensation for all damages arising from such infringement, using the name of Assignor in the discretion of Agent

and Ultimate Assignee, and joining Assignor as party plaintiff or defendant in any such suit or proceeding.

10. **Notices.** Any notice, request, instruction or other communication to be given hereunder by either party hereto shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, provided delivery is actually tendered at the appropriate address, addressed to the persons identified below (i) in person, or (ii) by courier service, or (iii) by facsimile copy (with original copy mailed the same day), or (b) three (3) calendar days after deposit in the U.S. mails by first class certified mail, postage prepaid, return receipt requested, all addressed as set forth below:

a. If to Information Systems Engineering, Inc.:

Mr. John Van Kempen
Information Systems Engineering, Inc.
1331 Capital Drive
Oconomowoc, Wisconsin 53066
Telephone No. 262-567-9240
Facsimile No. 262-567-6588

b. If to Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP, or to Ultimate Assignee:

Brett A. August, Esq.
Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP
311 South Wacker Drive, Suite 5000
Chicago, Illinois 60606
Telephone No. 312-554-8000
Facsimile No. 312-554-8015

11. **Miscellaneous.**

a. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to choice of law principles. Any action brought to enforce any term of this Assignment shall be brought in state or federal courts located in Cook County in the State of Illinois. In the event that either party sues to enforce any provision of this Assignment, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

b. Neither party shall have any authority to act or grant any licenses on behalf of the other party.

c. If any provision of this Assignment is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severed herefrom, without affecting the remaining portions of this Assignment, which shall remain in full force and effect, provided that the severing of such provision does not materially change the substance of this Assignment.

d. The rule of contract construction providing that ambiguities are resolved against the drafter shall not apply to any portion of this Assignment. Each party acknowledges that it has been advised by independent legal counsel with respect to this Assignment.

e. This Assignment shall be binding upon and shall inure to the benefit of each party, their respective representatives, principals, successors, affiliates, subsidiaries and assigns.

f. Each of the undersigned warrants that he or she has authority to enter into this Assignment on behalf of the party for whom he or she signs.

g. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have signed this Assignment on the dates indicated below.

**INFORMATION SYSTEMS
ENGINEERING, INC.**

**PATTISHALL, McAULIFFE, NEWBURY,
HILLIARD & GERALDSON LLP**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____