# CH \$40,00

# 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
Yahoo! Inc.		02/05/2010	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	VMware, Inc.	
Street Address:	3401 Hillview Ave.	
City:	Palo Alto	
State/Country:	CALIFORNIA	
Postal Code:	94304	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3357288	ZIMBRA

# **CORRESPONDENCE DATA**

Fax Number: (312)554-8015

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-554-8000

Email: baugust@pattishall.com

Correspondent Name: Brett A. August
Address Line 1: 311 S. Wacker Drive

Address Line 2: Suite 5000

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	02217-00041 ZIMBRA
NAME OF SUBMITTER:	Brett A August
Signature:	/Brett A. August/
Date:	10/27/2010
	TRADEMARK

900175048 REEL: 004305 FRAME: 0093

Total Attachments: 3

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#### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made the 5<sup>th</sup> day of February 2010 by and between:

- 1. YAHOO! INC., a corporation duly organized and existing under the laws of Delaware, with its address at 701 First Avenue, Sunnyvale, California 94089, U.S.A. (hereinafter referred to as the "Assignor") of the first part, and
- 2. VMWARE, INC., a corporation duly organized and existing under the laws of Delaware, with its address at 3401 Hillview Avenue, Palo Alto, California 94304, U.S.A. (hereinafter referred to as the "Assignee") of the other part.

WHEREAS, the Assignor is the owner of the trademark for which applications have been filed and certain registrations have issued, as detailed in the accompanying Schedule A attached hereto and incorporated herein for the mark ZIMBRA (hereinafter "the Trademark");

WHEREAS, the Assignor has agreed, pursuant to a separate Asset Purchase Agreement between the parties dated as of December 31, 2009 (hereinafter "the Purchase Agreement"), to assign unto the Assignee all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark;

NOW THEREFORE, for good and valuable consideration paid by the Assignee to the Assignor pursuant to the Purchase Agreement, the receipt and legal sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee the Trademark, together with the goodwill of the business symbolized by the Trademark, all registrations for the Trademark and all applications and subsequent registrations for the Trademark to be entered on the records of the relevant trademark offices as the subsequent owner of the said Trademark.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Assignor and the executed the day and year first above written.	e Assignee have caused these presents to be
Assignor	Assignee
YAHOO!, INC.	VMWARE, INC.
Name Jeanine Hayes Title: Vice President, Legal-Global IP	Næme: Title:
STATE OF CAMPORNIA)	
COUNTY OF SAM FRANCISCO SS.	
Date	fore me, WENETE BERNSEIN  Name and Title of the Notary
personally appeared JEANNE HA	(s) of Signer(s)
proved to me on the basis of satisfactory evidence to subscribed to the within instrument and acknowled in his/her/their authorized capacity(ies), and that by the person(s), or the entity upon behalf of which the	o the person(s) whose name(s) is/are ged to me that he/she/they executed the same his/her/their signature(s) on the instrument
I certify under PENALTY OF PERJURY under the foregoing paragraph is true and correct.	laws of the State of California that the
WITNwhithme	ESS my hand and official seal.
TOBAS TYPERS SIGNAT	ure of Notary Public

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

# **SCHEDULE A**

Trademark	Country	Serial No.	Registration	Expiration	Class	Status/Remarks
	-	Filing Date	No. Reg.	Date		
			Date			
ZIMBRA	Australia	1094848	872315	10/07/2015	9	Registered
		10/07/2005	01/19/2006			
ZIMBRA	Brazil	828079722	828079722	07/01/2018	9	Registered
		01/13/2006	07/01/2008			
ZIMBRA	Canada	1277123	TMA694649	08/23/2022	9	Registered
		10/26/2005	08/23/2007			
ZIMBRA	China	A0002762	872315	10/07/2015	9	Registered
		10/07/2005	01/19/2006			
ZIMBRA	CTM	4679361	4679361	10/27/2015	9	Registered
		10/27/2005	10/13/2009			
ZIMBRA	Hong Kong	300516375	300516375	10/23/2015	9	Registered
		10/24/2005	10/24/2005			
ZIMBRA	India	1395088	135088	10/27/2015	9	Registered
		10/27/2005	10/27/2005			
ZIMBRA	Japan	A0002762	872315	10/07/2015	9	Registered
		10/07/2005	01/19/2006			
ZIMBRA	Korea	A0002762	872315	10/07/2015	9	Registered
		10/07/2005	01/19/2006			
ZIMBRA	Madrid	A0002762	872315	10/07/2015	9	Registered
	Protocol	10/07/2005	10/07/2005			
ZIMBRA	Malaysia	05018421	05018421	07/13/2015	9	Registered
		07/13/2005	11/29/2007			
ZIMBRA	Mexico	760461	918683	01/13/2016	9	Registered
		01/13/2006	01/31/2006			
ZIMBRA	Norway	A0002762	872315	10/07/2015	9	Registered
		10/07/2005	01/19/2006			
ZIMBRA	Romania	A0002762	872315	10/07/2015	9	Registered
		10/07/2005	01/19/2006			
ZIMBRA	Russian	A0002762	872315	10/07/2015	9	Registered
	Federation	10/07/2005	01/19/2006		1	
ZIMBRA	Singapore	T06/009298	T06/009298	10/07/2015	9	Registered
711.455.4	0 1 11	10/07/2005	04/11/2006	05/05/00/0	1	
ZIMBRA	South Africa	2006/09775	2006/09775	05/05/2016	9	Registered
7114004		05/05/2006	09/25/2009	10/07/00/5		<u> </u>
ZIMBRA	Switzerland	A0002762	872315	10/07/2015	9	Registered
71140004	T-'	10/07/2005	01/19/2006	05/04/0040	<u> </u>	Destates
ZIMBRA	Taiwan	094051933	01211330	05/31/2016	9	Registered
ZIMADDA	Total	10/28/2005	06/01/2006	40/07/0045	+	Deviateural
ZIMBRA	Turkey	A0002762	872315	10/07/2015	9	Registered
ZIMADDA	I I alta al	10/07/2005	01/19/2006	10/10/0017	+	Deviateur
ZIMBRA	United	78/670037	3,357,288	12/18/2017	9	Registered
	States	07/13/2005	12/18/2007			

 $Schedule\ attached\ to\ and\ incorporated\ within\ Trademark\ Assignment\ Agreement\ effective\ February\ \_\_,2010.$ 

**RECORDED: 10/27/2010**