

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
Wavemaker Software, Inc.		03/04/2011	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: 2			
Property Type	Number	Word Mark	
Registration Number:	3686882	WAVEMAKER	
Registration Number:	3030869	ACTIVEGRID	
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:	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:	02217-00048		
NAME OF SUBMITTER:	Brett A August		
Signature:	/Brett A. August/		

CH \$65.00 3686882

Date:

03/30/2011

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is executed, acknowledged and delivered by WaveMaker Software, Inc., a Delaware corporation (the "Assignor"), in accordance with, and pursuant to the terms and conditions of, the Asset Purchase Agreement, dated as of March 4, 2011 (the "Asset Purchase Agreement") among Assignor as Seller, VMware, Inc., a Delaware corporation (the "Assignee"), as Buyer and Hummer Winblad Venture Partners V, L.P., as Representative. Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Assignor is the owner of the following intellectual property: (1) any patents issuing on any patent applications listed in Schedule 1-A, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing listed in Schedule 1-A annexed hereto and made a part hereof (collectively, the "Patents"); (2) certain mark(s) registered in the United States Patent and Trademark Office and other marks not so registered (collectively, as set forth in Schedule 1-B hereto and incorporated herein by reference, the "Assigned Marks") and the registration and applications for registration in the United States Patent and Trademark Office (collectively as set forth in Schedule 1-B annexed hereto and made a part hereof, the "Trademark Registrations"); and (3) copyrights, works of authorship, copyright registrations and applications therefor, including all moral rights and any other rights corresponding thereto anywhere in the world listed in Schedule 1-C annexed hereto and made a part hereof (collectively the "Copyrights," and together with the Patents, the Assigned Marks and the Trademark Registrations, and all other Owned Seller Intellectual Property, as defined in the Asset Purchase Agreement, the "Intellectual Property")

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Intellectual Property, in the United States of America, and in its territories and dependencies and also in all countries foreign to the United States of America.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Intellectual Property, including:

(1) (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been

roade; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents;

(2) (i) in and to the Assigned Marks and the Trademark Registrations together with the goodwill of the business symbolized by the Assigned Marks and Trademark Registrations, throughout the world; (ii) to apply for, in any and all countries in the world, any registrations and applications for registration for the Assigned Marks and Trademark Registrations, with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and (iii) in and to causes of action and enforcement rights for the Assigned Marks and Trademark Registrations including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Assigned Marks and Trademark Registrations; and

(3) (i) in and to the Copyrights; (ii) in and to causes of action and enforcement rights for the Copyrights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Copyrights, and (iii) to apply in any or all countries of the world for copyrights, design rights and other artistic and literary rights for the Copyrights, including without limitation under the Paris Convention for the Protection of Industrial Property, the Berne Convention, the Universal Copyright Convention or any other convention, treaty, agreement or understanding.

Assignor also hereby authorizes the respective copyright office or governmental agency in each jurisdiction to issue any and all copyrights, design rights and other artistic and literary rights, which may be granted upon any of the Copyrights in the name of Assignee, as the assignee to the entire interest therein. Assignor further agrees that Assignee shall have the right to alter, modify or combine the Copyrights with other works, and hereby waives any claim that any version of the Copyrights constitutes a violation of any "moral rights" or a distortion, mutilation or disparagement or contains unauthorized variations of the same.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to issues relating to the Intellectual Property, if any, and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 4th day of MARCH, 2011.

ASSIGNOR:

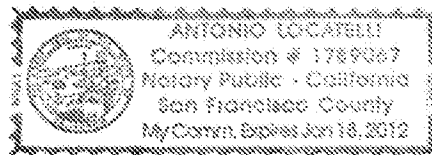
By: [Signature]
Name: CHRISTOPHER FETNER
Title: Chief Executive Officer

STATE OF CALIFORNIA)
)ss.
COUNTY OF San Francisco

Before me this 4th day of MARCH, 2011 personally appeared: CHRISTOPHER FETNER known to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same his own free will for the purpose therein expressed.

Witness my hand and official seal.

[Signature]
Notary Public



Schedule 1-B

TRADEMARKS

Mark	Reg. Info	Goods & Services	Registered Owner
ACTIVEGRID	3,030,859 12/12/2005	<p>IC 009, Class Status: Active</p> <p>Computer software for programming and software development, namely, software for use in the development of enterprise platforms, computer software development tools, template software for creating grid computing applications; computer software for modeling, design, development and operation of intranet, extranet, and commercial websites</p> <p>Base(s): 1(a)</p> <p>First Use Date: 2005-03-15</p> <p>First Use in Commerce Date: 2005-03-15</p>	<p>ActiveGrid, Inc.</p>
WAVEMAKER	3,686,862 09/22/2009	<p>IC 009, Class Status: Active</p> <p>Computer software, namely, software development tools for the creation and deployment of internet applications; computer software for programming and software development, namely, software for use in the deployment of internet applications</p> <p>Base(s): 1(a)</p> <p>First Use Date: 2008-03-01</p> <p>First Use in Commerce Date: 2009-09-01</p>	<p>WaveMaker Software, Inc.</p>