

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GemTalk Systems LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
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:	2187182	GEMBUILDER	
Registration Number:	4171934	MAGLEV	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-554-8000		
Email:	kjl@pattishall.com		
Correspondent Name:	Kim Lukavsky c/o Pattishall McAuliffe et		
Address Line 1:	200 South Wacker Drive		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	02217-GEMBUILDER		
NAME OF SUBMITTER:	Brett A. August		

Signature:	/Brett A. August/
Date:	07/15/2013
<b>Total Attachments: 5</b> source=13. Grant of Security Interest in Trademark Rights#page1.tif source=13. Grant of Security Interest in Trademark Rights#page2.tif source=13. Grant of Security Interest in Trademark Rights#page3.tif source=13. Grant of Security Interest in Trademark Rights#page4.tif source=13. Grant of Security Interest in Trademark Rights#page5.tif	

**EXECUTION VERSION**

**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 1, 2013 is made by GemTalk Systems LLC, a Delaware limited liability company (the "Grantor"), in favor of VMware, Inc., a Delaware corporation (the "Lender") pursuant to the Loan and Security Agreement, dated as of May 1, 2013 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between the Grantor and the Lender.

**W I T N E S S E T H**

WHEREAS, pursuant to the Loan Agreement, the Lender has agreed to make the Loan to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, the Grantor pledged and granted to the Lender a continuing security interest in certain Collateral, including the Trademarks (as listed in Schedule 1); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's rights, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule 1 hereto) (collectively, the "Collateral"), to the Lender to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the

Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

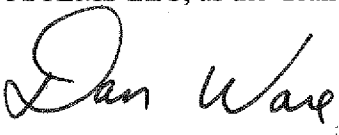
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW OR OTHERWISE ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF DELAWARE.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

GEMTALK SYSTEMS LLC, as the Grantor

By:   
Name: Dan Ware  
Title: President and Chief Executive Officer

VMWARE, INC., as the Lender

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Collateral Assignment of Trademarks]*

**TRADEMARK  
REEL: 005070 FRAME: 0397**

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

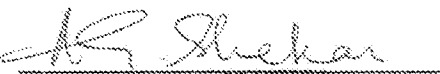
GEMTALK SYSTEMS LLC, as the Grantor

By: \_\_\_\_\_

Name: Dan Ware

Title: President and Chief Executive Officer

VMWARE, INC., as the Lender

By:  \_\_\_\_\_

Name: SHEKAR AYYAR

Title: SVP, Strategy and Corp. Dev.

[Signature Page to Collateral Assignment of Trademarks]

**SCHEDULE 1**

**U.S. Trademark Registrations and Applications**

<b>Mark</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Record Owner</b>	<b>Jurisdiction</b>
GEMBUILDER	75/216,637	2,187,182	VMware, Inc.	US
MAGLEV	77/461,260	4,171,934	VMware, Inc.	US