

## 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
Karanbir Singh		01/16/2014	INDIVIDUAL: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Red Hat, Inc.		
Street Address:	1801 Varsity Drive		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86014936	CENTOS	
CORRESPONDENCE DATA			
Fax Number:	206-782-20		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206-782-2000		
Email:	ERIN@karpbusinesslaw.com		
Correspondent Name:	Erin M. Karp		
Address Line 1:	5516 17th Ave. NW		
Address Line 4:	Seattle, WASHINGTON 98107		
ATTORNEY DOCKET NUMBER:	RED HAT/1456		
NAME OF SUBMITTER:	Erin M. Karp		
Signature:	/Erin M. Karp/		

Date:

02/03/2014

**Total Attachments: 8**

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## ASSIGNMENT

This Assignment is from each Assignor (identified below) to Red Hat, Inc., a Delaware corporation ("**Assignee**"). The Assignors execute this Assignment individually, jointly, and on behalf of the CentOS Project (defined below) and any corporation, partnership, limited liability company, proprietorship, association, joint venture, trust, or other individual or legal entity necessary to effect the transfer of the CentOS Project Intellectual Property (defined below) to Red Hat as contemplated herein.

This Assignment is effective ("**Effective Date**") as to each Assignor individually, the Assignors jointly, the CentOS Project, and any other legal entity for which the Assignors execute this Assignment, on the date that is forty-five (45) calendar days after the first day by which each Assignor or the Assignors (as the case may be) have signed the Assignment, or the date up to forty-five (45) calendar days after such date as noticed in writing to the Assignor or Assignors (as the case may be) by Assignee on or before such date.

### WITNESSETH:

*WHEREAS*, one or more of the Assignors are the owners of the following trademarks and related assets ("**Identified Assets**"):

- EU trademark 011517042 for CENTOS
- EU trademark 011578432 for CENTOS
- US trademark application 86014936 for CENTOS
- Domain name centos.org
- Domain name centosproject.org
- Twitter account @CentOS
- Google+ account +CentOS

*WHEREAS*, the Assignors are associated with the CentOS Project, which develops, promotes, and distributes CentOS, a free Linux distribution that is derived from source code for Red Hat Enterprise Linux, available at <http://www.centos.org>, and distributed prior to the Effective Date in versions 2.1 through 6.4, and which is supported by a user community including system administrators, network administrators, enterprise users, managers, core Linux contributors, and Linux enthusiasts from around the world ("**CentOS Project**").

*WHEREAS*, the Assignors have agreed to assign, transfer and convey to the Assignee all right, title and interest in and to the CentOS Project Intellectual Property (defined below); and

*NOW, THEREFORE*, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignors and Assignee agree that:

- a. "**CentOS Project Intellectual Property**" refers to the Identified Assets, Registered IP (defined below), and any Technology (defined below) and other IP Rights (defined below) that one or more of the Assignors own, control, or receive a License (defined below) for (or purport to own, control, or receive a License for), associated with the CentOS Project;
- b. "**Registered IP**" refers to IP Rights: for which an application has been or is in the process of being filed, a certificate or registration has been or is in the process of being requested, issued, or granted, a filing or recordation has been or is in the process of being made, a reissue, reexamination, renewal, modification, or extension has been or is in the process of being requested, initiated, issued, granted, or terminated, a patent, design patent, utility model, or inventor certificate has been or is in the process of being issued, by, with, or from any

Authority (defined below); and (i) that are owned, Licensed or controlled by one or more of the Assignors, or (ii) for which such application, certificate, registration, filing, recordation, reissue, reexamination, renewal, modification, extension, patent, design patent, utility model, or inventor certificate is or will be owned, Licensed, controlled, filed, applied for, requested, issued, granted, recorded, initiated, or terminated by, to, or on behalf of, one or more of the Assignors;

- c. **"Technology"** refers to technology, inventions, discoveries, improvements, know-how, confidential information, proprietary information, industrial secrets, prototypes, formulas, techniques, tools, methods, methodologies, processes, data, user lists and other user information, contributor lists and other contributor information, plans, results of research and Development (defined below), engineering documents, manuals, reports, frequently asked questions, release notes, error logs, instructions, drawings, plans, flowcharts, Computer Code (defined below) listings, data file printouts, promotion plans or programs, financial information, participant files or other participant information, databases, data compilations, data collections, works of authorship, computer programs, Computer Code, software, firmware, documentation, specifications, designs, files, net lists, records, marks, trademarks, service marks, logos, certification marks, collective marks, brand names, trade names, business names, common law marks, trade dress, Internet addresses, domain names, social media accounts and handles, and industrial designs, as well as instantiations and embodiments of the foregoing in any form, article, or media;
- d. **"IP Rights"** refers to intellectual property rights, throughout the world and under any Authority, including: (i) patents, utility models and inventor certificates; (ii) trade secrets, know-how or other proprietary non-public information; (iii) copyrights, copyright registrations, moral rights, attribution rights and other rights of authorship; (iv) design patents and design rights; (v) rights in mask works, databases, compilations and collections of data (vi) marks, trademarks, service marks, logos, certification marks, collective marks, brand names, trade names, business names, common law mark (in each case, together with all goodwill symbolized by such marks, logos and names), trade dress, Internet addresses, domain names, social media accounts and handles, and industrial designs; (vii) equivalent, corresponding or similar rights in and to: (A) inventions, discoveries, improvements, works of authorship, mask works, databases, know-how, confidential or proprietary information, industrial secrets, formulas, techniques, tools, methods, processes, prototypes, schematics, technology, methodologies, user lists and other user information, contributor, donor and sponsor lists and other contributor, donor and sponsor information, plans, results of research and Development, engineering documents, manuals, reports, drawings, plans, flowcharts, Computer Code listings, data file printouts, promotion plans or programs, financial information, participant files or other participant information, and data; (B) words, names, symbols, or devices that can serve to distinguish, identify source, symbolize reputation, indicate certification, identify association, or identify membership; and (C) the appearance or design of articles of manufacture or useful articles; (viii) moral and economic rights of authors, inventors, and other creators, however denominated; (ix) any other proprietary rights in Technology; (x) reissues, reexaminations, renewals, modifications, extensions, registrations, certificates, and recordations of any of the foregoing; (xi) applications and filings for any of the foregoing (including regular, provisional, reissue, divisional, reexamination, renewal, extension, continuation, continuation-in-part, and intent-to-use applications); (xii) rights in disclosures of

- any of the foregoing; (xiii) similar, corresponding, or equivalent rights in and to any of the foregoing; (xiv) all goodwill associated with any of the foregoing; and (xv) all rights to enforce and recover remedies related to any of the foregoing;
- e. "**License**" refers to providing (or being obligated to provide) a license, covenant not to sue, or other freedom from suit with respect to a work or right;
  - f. "**Authority**" refers to any court, tribunal, arbitrator, authority, agency, commission, official, or other instrumentality of the United States, any foreign country, any domestic or foreign federal, state, county, city, local, municipal, or other political subdivision or of any group comprised of one or more of the foregoing;
  - g. "**Development**" refers to developing, writing, creating, authoring, conceiving of, reducing to practice, or inventing;
  - h. "**Computer Code**" refers to computer programming code, including Source Code (defined below), binary code, object code, machine code, executable code, byte code, native code, code that loads and executes without further processing by a software compiler or linker, and code that results when a software compiler processes Source Code; and
  - i. "**Source Code**" refers to source code or other computer programming code in its human-readable form.
2. Assignors hereby assign, transfer and convey to Assignee all right, title and interest in and to the CentOS Project Intellectual Property, together with the goodwill of the business symbolized by the CentOS Project Intellectual Property, any and all common law rights, title, and interest associated with the CentOS Project Intellectual Property, and all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the CentOS Project Intellectual Property.
  3. Assignors further agree, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as Assignee, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of each of the rights hereby conveyed.
  4. Assignors authorize and request the United States Patent and Trademark Office, and other intellectual property offices worldwide, to issue to Assignee any issuances or other registrations of the CentOS Project Intellectual Property.
  5. To the extent of any failure of the foregoing to effect the actual assignment, transfer, and conveyance to Assignee of all right, title and interest in and to the CentOS Project Intellectual Property, Assignors hereby grant to Assignee the non-exclusive, worldwide, fully paid-up, and royalty-free right to make, use, import, reproduce, distribute (by sale, lease, rental, or other distribution method via any medium or means), offer to sell, localize, display, modify, and perform the CentOS Project Intellectual Property and any authorized modifications thereto, and to directly or indirectly sublicense the foregoing rights.
  6. This Assignment is not intended to supersede, supplant, rescind, or waive any right, title or interest conveyed to Assignee by Assignors under any other conveyance, agreement, or operation of law, including without restriction rights created or conveyed by virtue of any employment with Assignee, and is not conditioned or based on any future act to be performed by Assignee. Notwithstanding the foregoing sentence, this Assignment supersedes any prior oral understanding(s) between or among Assignee and Assignors regarding the CentOS Project Intellectual Property.

7. This Assignment may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original, all of which together are one and the same instrument. This Assignment and all matters arising therefrom or related thereto shall be governed by the laws of the United States and the State of North Carolina (without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the United States and the State of North Carolina). Any dispute arising from or relating to this Assignment will be heard in North Carolina. This Assignment shall be binding upon Assignors' heirs and legal representatives.

8. The Assignors understand and agree to the terms of this Assignment and have had the opportunity to consult with legal counsel regarding the same.

IN WITNESS WHEREOF, the Assignors and Assignee have executed this Assignment.

ASSIGNOR:

By: 

Name: **Ralph Angenendt**

October 23rd 2013

ASSIGNOR:

By: 

Name: **Johnny Hughes**

ASSIGNOR:

By: 

Name: **Tru Huynh**

ASSIGNOR:

By: 

Name: **Jim Perrin**

ASSIGNOR:

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

Name: **Karanbir Singh**

ASSIGNEE (RED HAT, INC.):

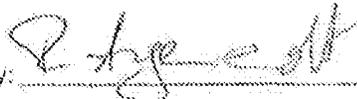
By: \_\_\_\_\_

Name: \_\_\_\_\_

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ASSIGNOR:

By:   
 Name: Ralph Angenendt

ASSIGNOR:

By:   
 Name: Johnny Hughes

ASSIGNOR:

By:   
 Name: Tru Huyrib

ASSIGNOR:

By:   
 Name: Jim Perrin

ASSIGNOR:

By: \_\_\_\_\_  
 Name: Karanbir Singh

ASSIGNEE (REDTAL, INC.):

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

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IN WITNESS WHEREOF, the Assignors and Assignee have executed this Assignment.

ASSIGNOR:

By: 

Name: **Ralph Angenendt**

ASSIGNOR:

By:  10/23/2013

Name: **Johnny Hughes**

ASSIGNOR:

By: 

Name: **Tru Huynh**

ASSIGNOR:

By: 

Name: **Jim Perrin**

ASSIGNOR:

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

Name: **Karanbir Singh**

ASSIGNEE (RED HAT, INC.):

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

Name: \_\_\_\_\_

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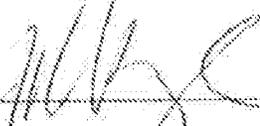
IN WITNESS WHEREOF, the Assignors and Assignee have executed this Assignment.

ASSIGNOR:

By: 

Name: **Ralph Angenendt**

ASSIGNOR:

By: 

Name: **Johnny Hughes**

ASSIGNOR:

By: 

Name: **Tru Huynh**

ASSIGNOR:

By:  10/22/2013

Name: **Jim Perrin**

ASSIGNOR:

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

Name: **Karanbir Singh**

ASSIGNEE (RED HAT, INC.):

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

Name: \_\_\_\_\_

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ASSIGNOR:

By: 

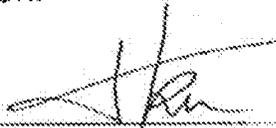
Name: **Ralph Angenendt**

ASSIGNOR:

By: 

Name: **Johnny Hughes**

ASSIGNOR:

By: 

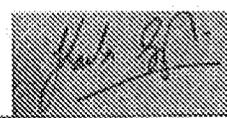
Name: **Tru Huynh**

ASSIGNOR:

By: 

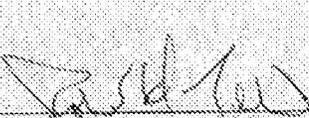
Name: **Jim Perrin**

ASSIGNOR:

By:  Dec 11th 2013

Name: **Karenbir Singh**

ASSIGNEE (RED HAT, INC.):

By:  1/6/14

Name: **Robert H. Tiller**