

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RMS Technology Solutions, LLC		09/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Hitachi Data Systems Corporation		
Street Address:	2845 Lafayette St.		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95050		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3072013	PODSS	
CORRESPONDENCE DATA			
Fax Number:	2026285116		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-624-2657		
Email:	edocket@crowell.com, agrosheitsch@crowell.com		
Correspondent Name:	Richard Massony - Crowell & Moring LLP		
Address Line 1:	1001 Pennsylvania Ave., NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	101988.0000018		
NAME OF SUBMITTER:	Richard Massony		
SIGNATURE:	/Richard Massony/		
DATE SIGNED:	09/09/2014		
Total Attachments: 5			
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OP \$40.00 3072013

TRADEMARK

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the 4th day of September, 2014, by and between RMS Technology Solutions, LLC, a Delaware limited liability company with an address of 1359 Barclay Blvd., Buffalo Grove, Illinois 60089 ("Assignor") on the one hand, and Hitachi Data Systems Corporation, a Delaware corporation with an address of 2845 Lafayette St., Santa Clara, California 95050 ("Assignee") on the other hand.

WHEREAS, Assignor is the owner of the trademark listed on the attached Schedule A, including the registrations and applications therefor (the "Trademark"); and

WHEREAS, Assignor wishes to sell, assign, transfer, deliver and convey, and the Assignee wishes to purchase and accept the transfer of, the Trademark pursuant to the terms and conditions contained herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers, delivers and conveys to Assignee all right, title and interest in, to, and under the Trademark, including all registrations and applications therefor and all common law rights therein, together with the goodwill associated therewith and symbolized thereby, and Assignee hereby accepts such sale, conveyance, assignment and delivery. Assignor further agrees that it will make no further use of the Trademark, except as otherwise expressly permitted by Assignee.
2. Assignor further sells, conveys, assigns, transfers and delivers to Assignee all rights, if any, of Assignor to bring an action, whether at law or in equity, against any third party, to recover damages, profits and all other relief for all infringements (including injunctions) of the Trademark that have occurred prior to the date of this Assignment with the right to collect the same. Assignor further agrees that it will, upon reasonable request by Assignee and provided Assignor is reimbursed for its reasonable out-of-pocket costs by Assignee, provide Assignee with facts relating to the history of the Trademark as may be known to it, including any knowledge that it has relating to any past infringement or misappropriation of the Trademark.
3. Assignor will, provided Assignor is reimbursed for its reasonable out-of-pocket costs by Assignee, promptly execute such further documents as Assignee may reasonably request to perfect, confirm, and/or effectuate the transfer of the Trademark or vest in Assignee all rights, title and interests of Assignor in, to and under the Trademark.
4. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles that would require the application of any other Law.

6. This Assignment may be executed in counterparts, each of which shall be considered one and the same agreement, and shall become effective when all such counterparts have been signed by each of the parties and delivered to the other party. Any signature delivered by a facsimile machine shall be binding to the same extent as an original signature page with regard to this Assignment or any amendments thereof, subject to the terms thereof. A party that delivers a signature page in this manner agrees to later deliver an original counterpart signature page to the other party.

[Signature Page Follows on Next Page]

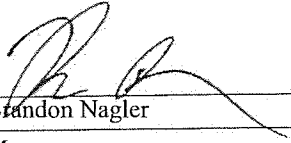
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

ASSIGNEE:

RMS TECHNOLOGY SOLUTIONS, LLC

HITACHI DATA SYSTEMS
CORPORATION

By: 
Name: Brandon Nagler
Title: Manager

By: _____
Name: _____
Title: _____

[Trademark Assignment- Signature Page]

TRADEMARK
REEL: 005359 FRAME: 0317

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

RMS TECHNOLOGY SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

HITACHI DATA SYSTEMS
CORPORATION

By: _____
Name: _____ 
Title: _____
Brian
Householder, COO
2014.09.02
10:08:34 -07'00'

Schedule A

Trademark

COUNTRY	TRADEMARK (OWNER)	CLASS	STATUS	APP NO (DATE)	REG NO (DATE)
U.S.	PODSS (RMS TECHNOLOGY SOLUTIONS, LLC)	9	Active	78424493 (5/25/2004)	3,072,013 (3/21/2006)