# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM330806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RAINSTOR, INC.		12/15/2014	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	TERADATA OPERATIONS, INC.	
Street Address:	10000 INNOVATION DRIVE	
City:	MIAMISBURG	
State/Country:	OHIO	
Postal Code:	45342	
Entity Type:	CORPORATION: DELAWARE	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	85054694	RAINSTOR
Serial Number:	85054710	RAINSTOR

## CORRESPONDENCE DATA

Fax Number: 9378478425

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.

937-242-4728 Phone:

Email: Karen.Dutko@Teradata.com

**Correspondent Name:** TERADATA US. INC.

Address Line 1: 10000 INNOVATION DRIVE Address Line 4: MIAMISBURG, OHIO 45342

ATTORNEY DOCKET NUMBER: RAINSTOR TRDMRK ASSIGNMNT	
NAME OF SUBMITTER:	John D. Cowart
SIGNATURE:	/John D. Cowart/
DATE SIGNED:	02/02/2015

### **Total Attachments: 5**

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#### TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made December 15, 2014 by RAINSTOR, INC., a Delaware corporation ("Assignor"), under the following circumstances:

WHEREAS, Assignor is the sole and exclusive owner of all right, title, and interest in and to the trademarks listed on <u>Schedule I</u> attached hereto, including all registrations, applications for registration, and common law trademark rights, where such common law rights are recognized, as well as the goodwill of the business associated therewith (the <u>"Trademarks"</u>);

WHEREAS, Assignor, RainStor Limited, a private company limited by shares incorporated in England and Wales (company number 04354244), and Teradata Corporation, a Delaware corporation ("Assignee Parent"), are parties to an Asset Purchase Agreement dated as of December 15, 2014 ("Asset Purchase Agreement"), pursuant to which Assignee Parent is purchasing from Assignor, and Assignor is selling to Assignee Parent, substantially all of the assets of Assignor's business, including Assignor's entire right, title, and interest in and to the Trademarks:

WHEREAS, Assignor is executing and delivering this instrument pursuant to Section 3.2(a) of the Asset Purchase Agreement;

WHEREAS, as contemplated by Section 1.5 of the Asset Purchase Agreement, Assignee Parent assigned to TERADATA OPERATIONS, INC., a Delaware corporation and a Subsidiary (as defined in the Asset Purchase Agreement) of Assignee Parent ("Assignee"), certain of Assignee Parent's rights and obligations under the Asset Purchase Agreement; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademarks, and Assignor is, at the instruction of Assignee Parent, assigning such right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and for valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks throughout the world in perpetuity, and all income, royalties, damages and payments now or hereinafter due or payable with respect to the Trademarks and all causes of action (either in law or in equity) related to the Trademarks, including the right to sue, counterclaim and recover damages for past, present and future infringement of any of the Trademarks, and the exclusive right to apply for and maintain all registrations, renewals, and/or extensions thereof.

Assignor hereby agrees, without further payment or compensation by Assignee or its successors or assigns, to promptly execute all papers and to perform such other acts reasonably necessary to secure to Assignee, or its successors or assigns, the rights hereby transferred, in any jurisdiction in the world, including but not limited to Assignor's execution of assignments in recordable form in each jurisdiction where trademark applications are pending and registrations are issued.

Assignor hereby authorizes and requests that each national government or authority that has issued registrations for the Trademarks, or which holds applications for such registrations, record and memorialize this Assignment with regard to the Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by the duly authorized officers indicated below:

RAINSTOR, INC.

By: UU''
Name: DAS AJONEWS
Title: G

Agreed to and Accepted:

TERADATA OPERATIONS, INC.

By: Name: Title:

204167

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by the duly authorized officers indicated below:

RAINSTOR, INC.

Ву:	(company)
*	Name:
	Title:

Agreed to and Accepted:

TERADATA OPERATIONS, INC.

Name: Stephen Scheppmann Title: Vice President

804167

[Signature Page to Trademark Assignment]

# SCHEDULE 1

Registration

Name/Mark

reg. no. 85/054,694 (filed on July 26, 2011)

RainStor (name)

reg. no. 85/054,710 (filed on August 9, 2011)

RainStor (mark)

unregistered

InfoBase (name)

unregistered

NPArchive (name)

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**RECORDED: 02/02/2015**