

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Subspace, Inc.		02/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Box, Inc.		
Street Address:	4440 El Camino Real		
City:	Los Altos		
State/Country:	CALIFORNIA		
Postal Code:	94022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86346527	SUBSPACE	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	132303238866		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	03/06/2015		
Total Attachments: 4			
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OP \$40.00 86346527

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 27th day of February, 2015, by and between Subspace, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at [Address] ("Assignor") and Box, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 4440 El Camino Real, Los Altos, CA 94022 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: SUBSPACE, INC.

Name: Jonathan Fan

Signature:  _____

Title: Chief Executive Officer

Address: 2081 Center Street
Berkeley, CA 94704

ASSIGNEE: BOX, INC.

Name: Vili Ilchev

Signature: _____

Title: SVP, Strategy & Corporate
Development

Signature page to Trademark Assignment

TRADEMARK
REEL: 005473 FRAME: 0134

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: SUBSPACE, INC.


Name: _____

Signature: _____

Title: _____

ASSIGNEE: BOX, INC.

Name: Villi Ilchev

Signature: 

Title: SVP, Strategy & Corporate Development

Address: 4440 El Camino Real
Los Altos, CA 94022

Signature page to Trademark Assignment

Exhibit A

Marks

<i>Mark</i>	<i>Source</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>
SUBSPACE	USPTO	86346527, July 24, 2014	NA

Exhibit A - Trademark Assignment