

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334404

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Akiban Technologies, Inc.		03/07/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FoundationDB, Inc.		
<b>Street Address:</b>	8245 Boone Blvd., #340		
<b>City:</b>	Vienna		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22182		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4335151	AKIBAN	
<b>Registration Number:</b>	4132320	AKIBAN	
<b>Registration Number:</b>	4132351	AKIBAN TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>			
<b>Phone:</b>	2028427800		
<b>Email:</b>	mobleysg@cooley.com		
<b>Correspondent Name:</b>	Susan P. Christoff		
<b>Address Line 1:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	313908-100		
<b>NAME OF SUBMITTER:</b>	Susan Mobley		
<b>SIGNATURE:</b>	/Susan Mobley/		
<b>DATE SIGNED:</b>	03/09/2015		
<b>Total Attachments: 3</b>			
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## Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "Assignment") is delivered effective as of [March 9, 2015] (the "Effective Date") by Akiban Technologies, Inc., a Delaware corporation ("Assignor"), with its principal offices at 560 Harrison Ave., Suite 411, Boston, Massachusetts 02118, to and in favor of FoundationDB, Inc., a Delaware corporation ("Assignee") with its principal offices at 8245 Boone Boulevard, #340, Vienna, Virginia 22182 (each, a "Party", and collectively, the "Parties").

WHEREAS, Assignor adopted, used and owned the AKIBAN and AKIBAN TECHNOLOGIES trademarks and corresponding United States trademark registrations (U.S. Trademark Regs. No. 4335151; 4132320; and 4132351) ("the AKIBAN trademarks");

WHEREAS, Assignee entered into an Asset Purchase Agreement with Assignor, dated as of June 17, 2013 (the "Asset Purchase Agreement"), under which Assignee acquired all of Assignor's rights, title, and interest in and to the AKIBAN trademarks;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor conveyed all rights, title, and interest in and to the AKIBAN trademarks, together with the goodwill of the business symbolized by such marks;

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor confirms it has assigned and, to the extent it did not fully assign the AKIBAN trademark as part of the Asset Purchase Agreement, hereby assigns to Assignee all rights, title, and interest in and to the AKIBAN trademarks, together with the goodwill of the business symbolized by such marks, effective as of the Closing Date (as defined in the Asset Purchase Agreement).
2. Assignor hereby covenants and agrees that, at any time and from time to time after the Effective Date of this Assignment, at Assignee's request, Assignor shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver any additional documents, as may be required to grant, sell, convey, assign, or transfer to Assignee any of the AKIBAN trademarks.
3. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the AKIBAN trademarks.
4. Assignor, on behalf of itself and its affiliates, hereby fully and forever irrevocably and unconditionally releases, waives, acquits and discharges Assignee and its affiliates from any and all claims arising from or related to the AKIBAN trademarks. Assignor expressly waives any and all statutes, legal doctrines and other similar limitations upon the effect of general releases. Assignor, with the advice of its counsel, waives any rights and/or benefits that it might otherwise have under any and all such statutes, legal

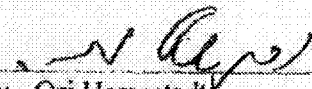
doctrines and other similar limitations in any state, federal or foreign jurisdiction, to the full extent that such rights and benefits may be waived.

5. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware as applied to contracts made and performed entirely in the State of Delaware without giving effect to the choice of law principles of the State of Delaware that would require or permit the application of the laws of another jurisdiction.

*[Signature Page Follows]*


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative as of the Effective Date.

Assignor: Akiban Technologies, Inc.

By:   
Name: Ori Herrnstadt  
Title: CEO

Date: March 6<sup>th</sup>, 2015

Assignee: FoundationDB, Inc.

By:   
Name: David Rosenthal  
Title: CEO

Date: March 7<sup>th</sup>, 2015

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