

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOKUTEK, INC.		04/07/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PERCONA, LLC		
Street Address:	PO Box 1126		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27702		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3946688	TOKUDB	
Registration Number:	3574789	TOKUTEK	
Registration Number:	3781651	FRACTAL TREE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	TRADEMARK@WTPLAW.COM		
Correspondent Name:	WHITEFORD, TAYLOR & PRESTON, LLP		
Address Line 1:	SEVEN SAINT PAUL STREET		
Address Line 4:	BALTIMORE, MARYLAND 21202-1626		
ATTORNEY DOCKET NUMBER:	084399.00014		
NAME OF SUBMITTER:	DANA O. LYNCH		
SIGNATURE:	/dana o. lynch/		
DATE SIGNED:	04/08/2015		
Total Attachments: 12			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of April 7, 2015, is made by TOKUTEK, INC. (“Seller”), a Delaware corporation, in favor of PERCONA, LLC (“Buyer”), a Delaware limited liability company, the purchaser of substantially all of the assets of Seller pursuant to that certain Asset Purchase Agreement dated as of April 2, 2015, by and between Buyer and Seller (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, Intellectual Property (as defined in the Asset Purchase Agreement) of Seller, and has agreed to execute and deliver this IP Assignment, for recording with any necessary governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “Assigned IP”):

(a) the registered and unregistered trademarks, service marks and trade dress set forth on Schedule 1 attached hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(b) the entire right, title and interest in and to any and all of the patents and patent applications set forth in Schedule 2 hereto, all inventions embodied or described therein, and any and all applications therefor and Letters Patent or Patents in the United States of America and all foreign countries which may be filed and granted therefore and thereon, and in and to any and all divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, and to invoke and claim for any application for patent or other form of protection for said invention, the benefit of all rights under any and all international conventions and treaties for the protection of intellectual property, as may be amended and by any convention or treaty which may henceforth be added or substituted therefor, the same to be held and enjoyed by the Buyer for its own use and behoof, and that of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, at least as fully and entirely as the same would have been held and enjoyed by the Seller had this transfer not been made;

(c) the copyright registrations, applications for registration set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof;

(d) the web domains set forth in Schedule 4 hereto and all extensions and renewals thereof;

(e) all other Intellectual Property constituting the Acquired Assets not otherwise set forth in the Schedules hereto;

(f) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(g) all income, royalties, damages and payments now or hereafter due or payable in respect of any of the foregoing and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions.

(a) Seller authorizes and requests the competent authorities to grant and to issue any and all such Assigned IP in the United States and throughout the world to and in the name of Buyer, as fully and entirely as the same would have been held and enjoyed by the Seller had this assignment, sale and transfer not been made.

(b) Seller hereby further agrees that Seller, at any time, upon the reasonable request of Buyer, shall execute and deliver to Buyer any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

(c) Seller covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this IP Assignment.

(d) Seller further covenants that, upon request of Buyer, Seller will promptly provide Buyer with all pertinent facts and documents relating to the Assigned IP and legal equivalents as may be known and accessible to Seller and will testify as to the same in any interference, inter partes review, litigation or proceeding related thereto and will promptly execute and deliver to Buyer or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, the Assigned IP and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

(e) Seller hereby authorizes and requests the Commissioner for Patents, Commissioner for Trademarks, the Patent Offices and any other governmental officials to record and register this IP Assignment upon request by Buyer.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

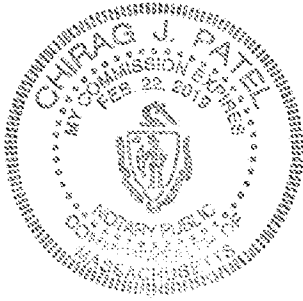
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

TOKUTEK, INC.



By: [Signature]
Name: John Partridge
Title: Chief Executive Officer

STATE OF Mass, COUNTY OF Middlesex, TO WIT:

On this 7 day of April, 2015, before me appeared John Partridge, being duly authorized, who signed this IP Assignment on behalf of Tokutek, Inc.

[Signature]
NOTARY PUBLIC
My Commission Expires: 2/22/19

AGREED TO AND ACCEPTED:

BUYER:

PERCONA, LLC

By: _____
Name: Peter Zaitsev
Title: Chief Executive Officer

STATE OF _____, COUNTY OF _____, TO WIT:

On this ___ day of _____, 2015, before me appeared _____, being duly authorized, who signed this IP Assignment on behalf of Percona, LLC.

NOTARY PUBLIC
My Commission Expires: _____

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

TOKUTEK, INC.

By: _____
Name: John Partridge
Title: Chief Executive Officer

STATE OF _____, COUNTY OF _____, TO WIT:

On this ___ day of _____, 2015, before me appeared _____, being duly authorized, who signed this IP Assignment on behalf of Tokutek, Inc.

NOTARY PUBLIC
My Commission Expires: _____

AGREED TO AND ACCEPTED:

BUYER:

PERCONA, LLC

By: P. Zaitsev
Name: Peter Zaitsev
Title: Chief Executive Officer

STATE OF NC, COUNTY OF DURHAM, TO WIT:

On this 6 day of APRIL, 2015, before me appeared PETER ZAITSEV, being duly authorized, who signed this IP Assignment on behalf of Percona, LLC.

Maury D. Klein
NOTARY PUBLIC
My Commission Expires: 9/27/2016



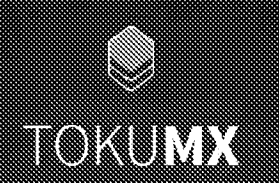

MAURY D. KLEIN

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
SIGNATURE PAGE

SCHEDULE 1

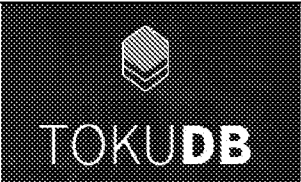


ASSIGNED TRADEMARKS

MARK	Type of Mark	Description of Goods or Services	U.S. REGISTRATION NO.	Date of First Use In Commerce
TOKUDB	Text	Computer software, namely, software for creating, altering, maintaining and managing storage engines and fract trees used with databases and file systems, database processing, file systems, database operations and disk performance logic capabilities	3946688	April 10, 2009
TOKUTEK	Text	Computer software for storage and retrieval of data and documents.	3574789	July 2007

MARK	Type of Mark	Description of Goods or Services	U.S. REGISTRATION NO.	Date of First Use In Commerce
Fractal Tree	Text	Computer hardware and software used in connection with databases and file systems, namely, database processing software, file system software, database operative software, disk performance logic capabilities software, and hardware and software that improves and increases efficiency using cache-oblivious algorithms and data structures, and data layout and organization on storage media.	3781651	April 10, 2009
TokuMX	Text		Not registered – common law rights	
TOKUMX	Text		Not registered – common law rights	
TOKUVIEW	Text		Not registered – common law rights	
	Design Logo		Not registered – common law rights	
	Design Logo		Not registered – common law rights	

SCHEDULE 1

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

MARK	Type of Mark	Description of Goods or Services	U.S. REGISTRATION NO.	Date of First Use In Commerce
	Design Logo		Not registered – common law rights	
	Design Logo		Not registered – common law rights	
	Design Logo		Not registered – common law rights	

Foreign Marks

1. Japanese Certificate of Trademark Registration for “FRACTAL TREE”. Japanese Trademark No. 5214119.
2. European Community Certificate of Trademark Registration for “FRACTAL TREE”. European Trademark No. 7004906.
3. Japanese Certificate of Trademark Registration for “TOKUTEK”. Japanese Trademark No. 5242826.
4. European Community Certificate of Trademark Registration for “FRACTAL TREE”. European Trademark No. 7004815.
5. Canadian Certificate of Trademark Registration for “TOKUTEK”. Canadian Trademark Application No. 1,399,358.
6. People’s Republic of China Trademark Registration for “TOKUTEK”. Trademark Registration No. 6779007.
7. Canadian Certificate of Trademark Registration for “FRACTAL TREE”. Canadian Trademark Application No. 1,399,357.
8. People’s Republic of China Trademark Registration for “FRACTAL TREE”. Trademark Registration No. 6779006.
9. India Trademark Application for “FRACTAL TREE”. Trademark Application No. 1698035.

SCHEDULE 1

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

10. India Trademark Application for “TOKUTEK”. Trademark Application No. 1698034.

SCHEDULE 1

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

4

TRADEMARK
REEL: 005494 FRAME: 0650

SCHEDULE 2

ASSIGNED PATENTS

Title	Country	Patent No. or Application No.	Grant Date or File Date
High-Performance Streaming Dictionary	US	12/755391 to issue as Patent No. 8996563	App. filed 04/06/2010 Patent to be granted 03/31/15
High-Performance Streaming Dictionary – Cont. App.	US	Application No. 14/630579	02/24/15
Streaming File System	US	14/292600	05/30/14
Replication in a NoSQL System Using Fractal Tree Indexes	US	14/292588	05/30/14
System and Method for Making a Backup Copy of Live Data	US	14/300490	06/10/14

SCHEDULE 3

ASSIGNED COPYRIGHTS

NONE.

SCHEDULE 4

ASSIGNED WEB DOMAINS

tokutek.com
tokumx.net
tokumx.org
tokumex.com
fractaltrees.com
tokudb.com
tokudb.net
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