

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358303

<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>
Continuent, Inc.		10/28/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VMware, Inc.		
<b>Street Address:</b>	3401 Hillview Avenue		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94304		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3148610	CONTINUENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125548015		
<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>	312-554-8000		
<b>Email:</b>	kjl@pattishall.com		
<b>Correspondent Name:</b>	Kim Lukavsky c/o Pattishall McAuliffe et		
<b>Address Line 1:</b>	200 South Wacker Drive		
<b>Address Line 2:</b>	Suite 2900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-5896		
<b>ATTORNEY DOCKET NUMBER:</b>	02217-00130		
<b>NAME OF SUBMITTER:</b>	Brett A. August		
<b>SIGNATURE:</b>	/Brett A. August/		
<b>DATE SIGNED:</b>	10/12/2015		
<b>Total Attachments: 5</b>			
source=Continuent-TM-Assign#page1.tif			
source=Continuent-TM-Assign#page2.tif			
source=Continuent-TM-Assign#page3.tif			
source=Continuent-TM-Assign#page4.tif			

CH \$40.00 3148610



## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made to be effective as of October 28, 2014 (the "Effective Date") by and between VMware, Inc., a Delaware corporation (together with its successors, the "Assignee"), on the one hand, and Continuent, Inc., a Delaware corporation (together with its successors, the "Assignor"), pursuant to the terms of that certain Asset Purchase Agreement, dated as of October 17, 2014, by and among the Assignee, the Assignor and the Representative (the "Asset Purchase Agreement"). Capitalized terms used herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

**BY THIS INSTRUMENT**, for good and valuable consideration (including, but not limited to, the consideration to be received by the Assignor pursuant to the terms of the Asset Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers, assigns, conveys and delivers to the Assignee and its successors and assigns, as of the Effective Date, all right, title and interest (including, without limitation, the right to alter, develop and assign such right, title and interest, and any goodwill derived from use of all related trademarks) in and to all Seller Intellectual Property (including, without limitation, the copyright registrations set forth in Exhibit A, trademark registrations set forth in Exhibit B, and domain names set forth in Exhibit C, as attached hereto), and the entire right, title and interest in and to any and all claims and demands the Assignor may have either at law or in equity arising out of past, present or future third party infringement thereof, to have and to hold the Seller Intellectual Property, free and clear of all Encumbrances.

The Assignor covenants with the Assignee that, after the Effective Date and without further consideration, the Assignor will take all such further actions, execute and deliver all such further documents and do all such other acts and things as the Assignee may reasonably request for the purpose of carrying out the intent of this Assignment, including providing Assignee with cooperation and assistance in connection with the prosecution or defense of any interference, opposition, infringement or other proceeding that may arise with respect to the Seller Intellectual Property.

The Assignor hereby authorizes the United States Patent and Trademark Office, the United States Copyright Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Assignee as the owner of the Registered Seller Intellectual Property with respect to any such Registered Seller Intellectual Property that is currently registered in Assignor's name.

This Assignment will be binding on the Assignor and its successors and assigns, and will inure to the benefit of the Assignee and its successors and assigns.

Nothing contained in this Assignment will be deemed to supersede, limit, amend, supplement or modify any of the rights or obligations of the Assignee or the Assignor under the Asset Purchase Agreement.

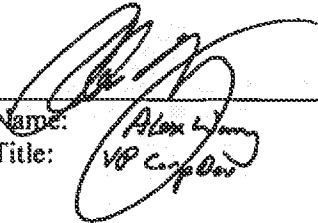
This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of California, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

This Assignment may be executed in one or more counterparts (including by facsimile or portable document format (.PDF)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*[Signature Page Follows]*

The Parties hereby execute this Assignment to be effective as of the Effective Date.

VMWARE, INC.

By:   
Name: \_\_\_\_\_  
Title: *VP of Sales*

*[Signature Page to Assignment of Intellectual Property]*

CONTINUENT, INC.

By: Robert Hodges  
Name: ROBERT HODGES  
Title: CEO

*[Signature Page to Assignment of Intellectual Property]*

**EXHIBIT B**  
**TRADEMARKS**

**Registered Trademarks**

**CONTINUENT** Serial number 78742090, October 27, 2005. Registered USPTO by AmicoSoft, Inc., the former name of Continuent, Inc.