

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365551

<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>
Pivotal Software, Inc.		10/30/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CloudFoundry.org Foundation, Inc.		
<b>Street Address:</b>	1 Letterman Drive		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94129		
<b>Entity Type:</b>	non-profit corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4514785	CF	
<b>Registration Number:</b>	4502194	CLOUD FOUNDRY	
<b>Registration Number:</b>	4393151	CLOUD FOUNDRY	
<b>Registration Number:</b>	4495294	CLOUD FOUNDRY	
<b>Registration Number:</b>	4393153	CLOUD FOUNDRY	
<b>Registration Number:</b>	4757052	CLOUD FOUNDRY FOUNDATION	
<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>	03162-00010		
<b>NAME OF SUBMITTER:</b>	Jason M. Koransky		
<b>SIGNATURE:</b>	/Jason M. Koransky/		
<b>DATE SIGNED:</b>	12/11/2015		

CH \$165.00 4514785

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Assignment Agreement") is made and entered into as of October 30, 2015, by and between Pivotal Software, Inc., a California corporation (the "Assignor") and CloudFoundry.org Foundation, Inc., a Delaware non-profit corporation (the "Assignee").

**WHEREAS**, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, their entire right, title and interest in and to the trademarks, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (collectively, the "Trademarks"), owned by Assignor as identified on Exhibit A hereto (collectively, the "Assigned Trademarks").

**NOW, THEREFORE**, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby:

1. Assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee, Assignor's entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, 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. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials performing the same or substantially same function as the Commissioner of Patents and Trademarks of the United States of America of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto. In the event that Assignee fails to timely comply with any reasonable request of Assignor set forth in this paragraph, Assignee hereby irrevocably names Assignor as its attorney-in-fact, coupled with an interest, in order to take such action and execute, deliver and perform such documents as are required to fulfill the intent of this paragraph.
3. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.

4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
5. The relationship of the parties hereunder is that of independent contractors, and this Assignment Agreement will not be construed to imply that either party is the agent, employee, or joint venturer of the other.
6. In the event that any provision of this Assignment Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties.
7. This Assignment Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles. The parties consent to the personal and exclusive jurisdiction of courts located in California.
8. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
9. Waiver by either party of a breach of any provision of this Assignment Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.
10. Assignor makes no representations or warranties, including any implied warranties, regarding (1) the validity or enforceability of the Assigned Trademarks and the registrations thereof, or (2) that the Assigned Trademarks and the registrations thereof do not infringe the rights of any third parties.
11. If Assignee intends to abandon, assign, transfer, sell or otherwise dispose of Assignee's ownership interest in the Assigned Trademarks, Assignee shall, subject to any obligations of confidentiality Assignee may have to third parties, notify Assignor and confer with Assignor regarding Assignee's intentions.

*[signature pages follow]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first written above.

ASSIGNOR

PIVOTAL SOFTWARE, INC.

By: *Andrew M. Cohen*  
Andrew M. Cohen (Oct 31, 2015)  
Name: Andrew M. Cohen  
Title: Vice President and General Counsel  
Date: Oct 31, 2015

ASSIGNEE

CLOUDFOUNDRY.ORG FOUNDATION, INC.

By: *SR*  
Name: Sam Ramji  
Title: CEO  
Date: Nov 1, 2015