

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388073

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEWLETT PACKARD ENTERPRISE DEVELOPMENT LP		03/08/2016	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Trend Micro Incorporated		
Street Address:	225 E. JOHN CARPENTER FREEWAY, SUITE 1500		
City:	IRVING		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86374509	PWN2OWN	
CORRESPONDENCE DATA			
Fax Number:	6508123444		
<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:	650-812-3400		
Email:	usptomail@carrferrell.com		
Correspondent Name:	Jessica E. Galaif		
Address Line 1:	120 Constitution Drive		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
NAME OF SUBMITTER:	Jessica E. Galaif		
SIGNATURE:	/Jessica E. Galaif/		
DATE SIGNED:	06/15/2016		
Total Attachments: 9			
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TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement (the "Agreement") is effective as of March 8, 2016 (the "Effective Date"), by and between Hewlett Packard Enterprise Development LP, a Texas limited partnership ("Seller"), and Trend Micro Inc., a California corporation ("Buyer"). Seller and Buyer are sometimes referred to as the "Parties" and each individually as a "Party."

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RECITALS

A. Seller has certain trademark applications and/or registrations listed on Exhibit A hereto (the "Marks").

B. Seller wishes to sell, assign, and convey the Marks to Buyer (the "Assignment"), and Buyer wishes to acquire the Marks, all upon and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale.

1.1. Seller hereby transfers, sells, assigns, and conveys to Buyer all of its right, title and interest in and to the Marks, including all common law rights therein and all applications to register and registrations thereof and the goodwill pertaining thereto, on an "as is" basis, worldwide (the "Assignment"). The Assignment shall include the right to bring, make, continue, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off (or similar or equivalent rights in relation to unregistered rights in the Marks)) in connection with the Marks whether occurring before, on or after the Effective Date of this Agreement.

1.2. Seller shall have executed and provide to Buyer the Assignment of Trademarks Agreement attached hereto as Exhibit B.

1.3. Buyer shall pay Seller, in consideration for the Assignment, **One US dollar (US \$1.00)** (the "Total Purchase Price") payable in cash or via wire transfer.

2. Excluded Assets. Except as specifically set forth in this Agreement, no ownership interest, license, immunity or other right is granted to Buyer under this Agreement, either directly or by implication, estoppel or otherwise.

3. Due Diligence. Buyer has conducted its own due diligence and legal review regarding the Marks to Buyer's satisfaction at its own expense prior to the execution of this Agreement.

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4. Confidentiality; Public Announcement. The parties shall not disclose any confidential information concerning each other obtained in connection with this Agreement. The parties shall not make any public announcement relating to the terms of this Agreement, including, but not limited to financial terms (except as may be required by applicable law); provided, however, that Buyer may issue a press release announcing the transaction (without financial terms) that is pre-approved by Seller, such approval not to be unreasonably withheld or delayed. Nothing in this provision shall prohibit Buyer from disclosing information necessary to effectuate the transfer of the Marks and Additional Relevant Marks, including, but not limited to, recordation of the Assignment of Trademarks Agreement attached hereto as Exhibit B with the United States Patent and Trademark Office or any other trademark office worldwide. Nothing in this Section shall prevent Buyer from making any disclosure required to comply with any law or any of its regulatory requirements worldwide.

5. Seller Cooperation.

5.1. Seller agrees, upon the reasonable request of Buyer, to promptly take all such steps and execute all such documents as may be reasonably required to transfer and, when applicable, to allow Buyer to record the transfer of and to take over further handling, prosecution, and maintenance of the Marks, any registrations for the Marks, and any applications to register the Marks.

5.2. Seller shall, within twenty-one (21) days after the Effective Date (the "Delivery Date"), deliver to Buyer all of the following (i) the original registration certificates which Seller has in its possession for the Marks, (ii) a docket report of the Marks reflecting the basic registration and application details and deadlines which Seller has in its trademark management database, and (iii) a list of foreign agents of record for the Marks which Seller has in its trademark management database.

5.3. Seller shall pay all invoices relating to work carried out by its professional advisors prior to the Effective Date in relation to the Marks. To the extent that such invoices have not yet been rendered to the Seller, it shall remain liable for such work and will promptly pay any invoices raised for such work and shall indemnify and keep indemnified the Buyer in respect of any such invoices to the extent any professional advisor seeks payment from the Buyer for work carried out prior to the Effective Date. Seller shall have no obligation as of the Effective Date to take any action relating to the further prosecution, maintenance or renewal of any of the Marks, or to transfer to Buyer any of Seller's files or information other than as indicated in Sections 5.1 and 5.2 above.

5.4. To the extent that the Seller is not the named registrant to any of the Marks, and the named registrant thereof is a subsidiary entity of Seller's, the Seller shall in good faith use commercially reasonable efforts to procure, within a reasonable time, information or documents to transfer ownership and control of the relevant Marks to Buyer.

6. Buyer Cooperation.

6.1. Seller shall not attack the validity or enforceability of, or cause or assist a third party to attack the validity or enforceability of, any of the Marks. In addition, other than expressly agreed to herein, Seller shall not use, apply for, or register or cause or assist a third party to

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use, apply for, register any new marks that are identical or confusingly similar to the any of the Marks.

7. Disclaimers.

7.1. Seller makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Seller's or Buyer's ability to use, register or enforce the Marks.

7.2. Save as set out in Sections 5.3 (payment of professional advisors), above and Section 8 (Limited Indemnification), below, Seller makes no representations or warranties as to sole and exclusive title or ownership of the Marks, including, but not limited to, (i) whether Seller is the owner of the entire right, title, and interest in and to the Marks, (ii) whether any third party may own or claim rights in any Marks, and/or (iii) whether any Marks infringe the rights of any other person or entity.

7.3. Except as set forth in Section 8.1 below, Seller shall not defend, indemnify, reimburse, compensate or hold Buyer or its members, managers, directors, officers, employees, agents or affiliates harmless from or against, or otherwise have any responsibility or liability with respect to, any liabilities, losses, actions, claims, suits, investigations, damages, costs or expenses, arising out of or relating to any claims or threatened claims of third parties against Buyer or any of its affiliates, arising after the Effective Date, including but not limited to any claims or threatened claims of third parties arising out of Buyer's or its affiliates' use, registrations or other activities relating to the Marks.

8. Limited Indemnification.

8.1. Notwithstanding Section 7.2 above, Seller shall defend, indemnify, reimburse, compensate and hold Buyer and its members, managers, directors, officers, employees, agents and affiliates harmless from and against any liabilities, losses, actions, claims, suits, investigations, damages, costs and expenses, arising out of or relating to claims or threatened claims of third parties against Buyer or its affiliates which arise directly out of Seller's uses (or uses by its affiliates and/or subsidiaries) of the Marks prior to the Effective Date.

8.2. Buyer shall defend, indemnify, reimburse, compensate and hold Seller and its members, managers, directors, officers, employees, agents and affiliates harmless from and against any liabilities, losses, actions, claims, suits, investigations, damages, costs and expenses, arising out of or relating to claims or threatened claims of third parties against Seller or its affiliates which arise directly out of the Buyer's uses (or uses by its affiliates and/or subsidiaries) after the Effective Date (or, if later, the date on which the relevant assignment to the Buyer was made) of the Marks.

8.3. With respect to both Sections 8.1 and 8.2, above, the indemnified party shall promptly notify the indemnifying party in writing of any relevant claims or threatened claims and shall cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party may take full control of the defense, case or investigation of the relevant claim and may employ and direct counsel of its choice to handle and defend same, at the indemnifying party's sole cost and expense, and with the prior written consent of the indemnified party.

9. Miscellaneous.

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

9.2. Amendments and Waivers. Any term of this Agreement may be amended or waived only with the signed written consent of the parties or their respective successors and assigns with notice provided pursuant to Section 9.6. Any amendment or waiver effected in accordance with this Section 9.2 shall be binding upon the parties and their respective successors and assigns.

9.3. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of laws principles. The parties agree and consent to be subject to the exclusive jurisdiction of the United States District Court for the Northern District of California.

9.4. Expenses. Each party shall pay all of its own costs and expenses incurred in connection with this Agreement. Buyer shall be solely responsible for all actions and costs whatsoever incurred after the Effective Date, including but not limited to taxes, costs, expenses, attorney's fees and trademark office fees in any jurisdiction, associated with the transfer, recordal and/or perfection of Buyer's rights, title and interest in and to the Marks, including but not limited to costs and expenses incurred in connection with the post-sale recordation of assignment documents worldwide. All payments made under this Agreement will be exclusive of taxes.

9.5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Agreement delivered by means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.6. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile, upon written confirmation of receipt by facsimile, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

(a) if to Seller, to:

Hewlett Packard Enterprise Development LP
c/o Hewlett Packard Enterprise Company
3000 Hanover Street
Palo Alto, CA 94304
Attention: General Counsel
Facsimile: (650) 857-2012

with a copy (which shall not constitute notice) to:

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Fenwick & West LLP
Silicon Valley Center
801 California Street
Mountain View, CA 94041
Attention: David Healy
Facsimile: (650) 938-5200

(b) if to Buyer, to:

Trend Micro Incorporated
225 E. John Carpenter Freeway, Suite 1500
Irving, TX 75062
Attention: Office of the General Counsel
Facsimile: (408) 863-6587

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
Four Embarcadero Center, Suite 3800 San Francisco, CA 94111
Attention: Steve Camahort and Dana Kromm
Facsimile: (415) 616-1199

9.7. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

9.8. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position and rights enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

9.9. Entire Agreement. This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated by this Agreement. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly cancelled.

9.10. Exclusion of Damages. Neither party will be liable to the other for any special, incidental, punitive or consequential damages arising out of or in connection with this agreement, subject to the parties' obligations under Sections 5.3 (payment of professional advisors) and 8 (Limited Indemnification) above.

9.11. Advice of Legal Counsel. Each party acknowledges and represents that,

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in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

[The remainder of this page is intentionally blank. Signature page follows.]

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Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Seller:

HEWLETT PACKARD ENTERPRISE DEVELOPMENT LP

By: ENTERPRISE DC HOLDINGS LLC, ITS GENERAL PARTNER


By: DocuSigned by:
Casey Nakata

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Name: Casey Nakata

Title: Chief Trademark and Copyright Counsel

Buyer:

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TREND MICRO INC. INCORPORATED

By: _____

Name: _____

Title: _____

Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Seller:

HEWLETT PACKARD ENTERPRISE DEVELOPMENT LP

By:

Name:

Title:

Date:

Buyer:

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TREND MICRO, INC. INCORPORATED

By: 

Name: Felix S. Sterling

Title: EVP and Chief Legal Officer

Date: March 8, 2016

EXHIBIT A**I. MARKS**

Country	Mark Name	App No.	Registration Number
United States of America	PWN2OWN	86374509	
Canada	PWN2OWN	1709760	
India	PWN2OWN	2847431	
Malaysia	PWN2OWN	2014068334	
Singapore	PWN2OWN	40201401807Q	
Russian Federation	PWN2OWN	2014740472	
China	PWN2OWN	15896222	
Brazil	PWN2OWN	908971117	
Israel	PWN2OWN	270284	
Taiwan	PWN2OWN	103069889	
Australia	PWN2OWN	1659955	1659955
European Community	PWN2OWN	13505532	13505532
Japan	PWN2OWN	2014-099514	5761130
Mexico	PWN2OWN	1552341	1532852
Turkey	PWN2OWN	2014/95239	2014 95239
Argentina	PWN2OWN	3372039	2770586
Switzerland	PWN2OWN	64264/2014	669908
Hong Kong	PWN2OWN	303220271	303220271
Norway	PWN2OWN	201414373	280502
New Zealand	PWN2OWN		1010147
Colombia	PWN2OWN	2014266974	506517