

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SolidFire, Inc.		02/05/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NetApp, Inc.		
Street Address:	495 East Java Drive		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94089		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4819243	ACTIVE IQ	
Registration Number:	4217453	ELEMENT	
Registration Number:	4463837	FUELED BY SOLIDFIRE	
Registration Number:	4071617	SOLIDFIRE	
Registration Number:	4374998	SOLIDFIRE	
Registration Number:	4304022	SOLIDFIRE HELIX	
Registration Number:	4328347		
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	4048156500		
Email:	ftaylor@kilpatricktownsend.com		
Correspondent Name:	Kilpatrick Townsend & Stockton LLP		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Mailstop: IP Docketing - 22		
Address Line 4:	Atlanta, GEORGIA 30309-4528		
NAME OF SUBMITTER:	K. Faye Taylor, Paralegal		
SIGNATURE:	/K. Faye Taylor/		
DATE SIGNED:	07/29/2016		

OP \$190.00 4819243

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of February 5, 2016 (the “Effective Date”) by and between SolidFire, Inc., a Delaware corporation (“Assignor”), and NetApp, Inc., a Delaware corporation (“Assignee”).

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement (the “IP Assignment”) being executed concurrently with the execution of this Assignment, Assignor is transferring to Assignee legal title, only, to the Assigned Trademarks (defined below) to facilitate the management of the Assigned Trademarks for regulatory purposes on behalf of Assignor; and

WHEREAS, Assignor and Assignee have agreed to enter into this Assignment pursuant to and as provided in the IP Assignment.

WHEREAS, Assignor and Assignee have agreed to enter into the IP License Agreement effective as of the date hereof (a copy of which is attached to the IP Assignment as Exhibit A) (the “IP License Agreement”), and Assignor and Assignee acknowledge that the execution of the IP Assignment, as well as this Assignment, is premised on, and subject to, the execution of the IP License Agreement;

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Conveyance.** Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and assignee hereby accepts, all of Assignor’s right, title, and interest in, to and under the Trademarks listed on Schedule A hereto, (ii) any and all rights, priorities, and privileges of Assignor provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention, or organization, (iii) with respect to all of the foregoing, the goodwill appurtenant thereto ((i)-(iii) above, the “Assigned Trademarks”), (iv) all rights to collect royalties and proceeds in connection with any of the foregoing, (v) all rights to prosecute and maintain any of the foregoing, and (vi) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing and all rights to recover and retain damages (including attorneys’ fees and expenses) or lost profits in connection therewith (the rights in (iv)-(vi) above subject to the terms of the IP License Agreement).

2. **Recordation.** Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Assigned Trademarks.

3. **Information and Assistance.**

3.1 Upon Assignee’s reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Assignee is unable for any reason to secure Assignor’s signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Assigned

Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.

6. Agreement Controls. This Assignment is provided pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Agreement. If any provision of this Assignment is inconsistent or conflicts with the Agreement, the Agreement shall control.

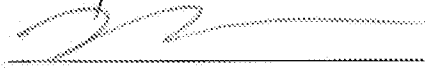
7. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

SolidFire, Inc

By: 

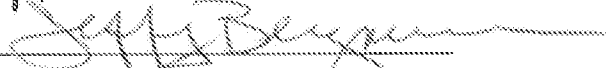
Name: Matthew K. Fawcett

Title: President + Secretary

Acknowledged and Accepted:

ASSIGNEE:

NetApp, Inc.

By: 

Name: Jeffrey K. Bergmann

Title: Interim Chief Financial Officer

[Signature Page to Trademark Assignment]

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)

STATE OF _____ : ss.:

CITY/COUNTY OF _____)

I, _____, the undersigned Notary Public do hereby certify that _____, as _____ of _____, a _____, who signed the foregoing Assignment document, was authorized on the _____ day of _____, to execute the foregoing Assignment document on behalf of _____, and to me acknowledged that he/she did sign the said document.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

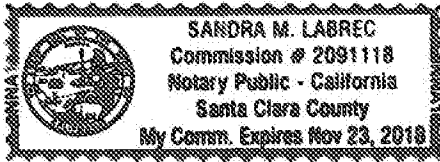
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On February 19, 2016 before me, SANDRA M. LABREC, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared JEFFREY KING BERGMANN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sandra M. Labrec
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:



SCHEDULE A TO TRADEMARK ASSIGNMENT

COUNTRY	TRADEMARK	APPLICATION/REGISTRATION NO.	APPLICATION/REGISTRATION DATE
UNITED STATES			
United States	ACTIVE IQ	Registration No. 4819243	Filed 7/8/14 (intent-to-use) Registered 9/22/15
United States	ELEMENT	Registration No. 4217453	Filed 2/23/12 Registered 10/2/12 First Use: 10/2011
United States	FUELED BY SOLIDFIRE	Registration No. 4463837	Filed 10/17/12 Registered 1/7/14 First use: 7/2012
United States	SOLIDFIRE	Registration No. 4071617	Filed 9/17/10 Registered 12/13/11 First Use: 09/2011
United States	SOLIDFIRE	Registration No. 4374998	Filed 9/11/12 Registered 7/30/13 First use dates: Cl. 39 – 8/3/12 (<i>anywhere</i>) and 8/22/12 (<i>in commerce</i>)

			CI 41 - 5/9/11 CI 42 - 8/25/11
United States	SOLIDFIRE HELIX United States	Registration No. 4304022	Filed 2/23/2012 Registered 3/19/13 First Use: 10/2011
United States	Helix Design 	Registration No. 4328347	Registered 4/30/13 First use: 9/2011

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