

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395378

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:	4156597357		
<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:	415-836-2557		
Email:	Paul.Stickel@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 2:	Attn: Heather Dunn, Esq.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
NAME OF SUBMITTER:	Matthew Fawcett		
SIGNATURE:	/Matthew Fawcett/		
DATE SIGNED:	08/17/2016		

CH \$190.00 4819243

Total Attachments: 17

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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.

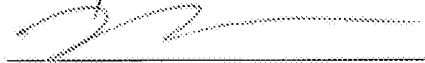
7. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws 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: 

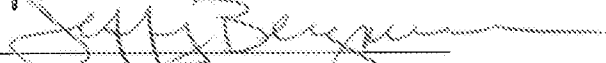
Name: Matthew K. Fawcett

Title: President + Secretary

Acknowledged and Accepted:

ASSIGNEE:

NetApp, Inc.

By: 

Name: Jeffrey K. Bergmann

Title: Interim Chief Financial Officer

[Signature Page to Trademark Assignment]

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)

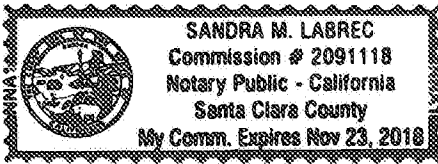
On February 19, 2016 before me, SANDRA M. LABREC, Notary Public
Date Here Insert Name and Title of the Officer

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 (anywhere) and 8/22/12 (in commerce)

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			Cl. 41 – 5/9/11 Cl. 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
AUSTRALIA			
Australia	ACTIVE IQ	Madrid Protocol Registration No. 1247385	Registered 1/8/15 Statement of Grant of Protection issued 9/10/15
Australia	SOLIDFIRE	Madrid Protocol Registration No. 1151754	Registered 12/10/12 Statement of Grant of Protection issued 8/15/13
Australia	Helix Design	Madrid Protocol Registration No.	Registered 12/10/12

		1144418	Statement of Grant of Protection issued 6/6/13
CANADA			
Canada	SOLIDFIRE	Registration No. TMA910839	Registered 8/11/15
Canada	Helix Design 	Registration No. TMA910838	Registered 8/11/15
CHINA			
China	ACTIVE IQ	Madrid Protocol Registration No. 1247385	Pending
China	ELEMENT	Madrid Protocol Registration No. 1240989	Pending
China	SOLIDFIRE	Madrid Protocol Registration No. 1151754	Registered 12/10/12 Statement of Grant of Protection issued 4/10/14
China	Helix Design	Madrid Protocol Registration No.	Registered 12/10/12

EUROPEAN
COMMUNITY



1144418

Statement of Grant of Protection issued
1/9/14

European Community

ACTIVE IQ

Madrid Protocol Registration No.
1247385

Registered 1/8/15 (claiming 7/8/14
priority date)
(advertised for opposition on 6/11/15)

European Community

ELEMENT

Madrid Protocol Registration No.
1240989

Registered 3/10/15
(advertised for opposition on 4/23/15)

European Community

SOLIDFIRE

Madrid Protocol Registration No.
1151754

Registered 12/10/12
Statement of Grant of Protection issued
2/6/14

European Community

Helix Design




Madrid Protocol Registration No.
1144418

Registered 12/10/12
Statement of Grant of Protection issued
12/12/13



INDIA				
India	ACTIVE IQ	Madrid Protocol Registration No. 1247385	Pending	
India	ELEMENT	Madrid Protocol Registration No. 1240989	Pending	
India	SOLIDFIRE	Registration No. 2431189	Registered 11/21/12	
India	Helix Design 	Application No. 2473317	Filed 2/6/13 Office action response filed 5/26/14	
ISRAEL				
Israel	ACTIVE IQ	Madrid Protocol Registration No. 1247385	Pending	
Israel	ELEMENT	Madrid Protocol Registration No. 1240989	Pending	

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Israel	SOLIDIFIRE	Madrid Protocol Registration No. 1151754	Registered 12/10/12 Statement of Grant of Protection issued 8/21/14
Israel	Helix Design 	Madrid Protocol Registration No. 1144418	Registered 12/10/12 Statement of Grant of Protection issued 6/19/14
JAPAN			
Japan	ACTIVE IQ	Madrid Protocol Registration No. 1247385	Registered 1/8/15 (claiming 7/8/14 priority date) Statement of Grant of Protection issued 11/5/15
Japan	SOLIDIFIRE	Madrid Protocol Registration No. 1151754	Registered 12/10/12 Statement of Grant of Protection issued 9/19/13
Japan	Helix Design 	Madrid Protocol Registration No. 1144418	Registered 12/10/12 Statement of Grant of Protection issued 12/12/13

NEW ZEALAND			
New Zealand	ACTIVE IQ	Madrid Protocol Registration No. 1247385	Registered 1/8/15 Statement of Grant of Protection issued 10/15/15
New Zealand	ELEMENT	Madrid Protocol Registration No. 1240989	Registered 3/10/15 Statement of Grant of Protection issued 9/24/15
New Zealand	SOLIDFIRE	Madrid Protocol Registration No. 1273728 Pending	Pending
NORWAY			
Norway	ACTIVE IQ	Madrid Protocol Registration No. 1247385	Class 42: Computer diagnostic services, namely, providing monitoring and diagnostic services for storage networks and intelligent storage systems; providing information via local and global computer networks in the field of electronic storage networks and intelligent storage systems; updating and maintenance services for operating software and for software for managing and controlling data; technical support services, namely, remote and on-site infrastructure management services for monitoring, administration and management of computing IT and application systems; consulting services in the field of IT infrastructure


Norway	SOLIDFIRE	Madrid Protocol Registration No. 1273728 Pending	<p>Class 9: Computer hardware for high-speed processing and storage of data using multiple CPUs; Computer software for the collection, editing, organizing, modifying, book marking, transmission, storage and sharing of data and information; Computer storage devices, namely, high-speed storage subsystems for storage and backup of electronic data either locally or via a telecommunications network</p> <p>Class 41: On-line publishing, via local and global computer networks, of blogs, documents, images, videos and other educational materials in the field of storage networks, cloud-based networks, data storage centers, and intelligent storage systems capable of network communication comprising processors, memories, operating software, data storage units and software for managing and controlling data</p> <p>Class 42: Computer consultation services; technical support services, namely, identifying and proposing technical solutions in the fields of storage networks, cloud-based networks, data storage centers, and intelligent storage systems capable of network communication comprising processors, memories, operating software, data storage units and software for managing and controlling storage of data; computer diagnostic services, namely, providing monitoring and diagnostic services for storage networks and intelligent storage systems; updating and maintenance</p>
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RUSSIA			
Russia	SOLIDPIRE 	Madrid Protocol Registration No. 1151754	services for operating software and for software for managing and controlling data; providing, via local and global computer networks, on-line downloadable software for scanning and analyzing 3rd party datasets and for estimating efficiency, resource utilization, and costs relating to deployment of 3rd party datasets in selected storage environment
Russia	Helix Design 	Madrid Protocol Registration No. 1144418	Class 9: Computer hardware for high-speed processing and storage of data using multiple CPU's; Computer software for the collection, editing, organizing, modifying, book marking, transmission, storage and sharing of data and information; Computer storage devices; namely, high-speed storage subsystems for storage and backup of electronic data either locally or via a telecommunications network Class 39: Physical storage of electronically stored data; archiving databases, images and other electronic data Class 9: Computer hardware for high-speed processing and storage of data using multiple CPU's; Computer software for the collection, editing, organizing, modifying, book marking, transmission, storage and sharing of data and information; Computer storage devices; namely, computers for storage and backup of electronic data either

SINGAPORE				locally or via a telecommunications network
Singapore	ACTIVE IQ	Madrid Protocol Registration No. 1247385	Class 42: Computer diagnostic services, namely, providing monitoring and diagnostic services for storage networks and intelligent storage systems; providing information via local and global computer networks in the field of electronic storage networks and intelligent storage systems; updating and maintenance services for operating software and for software for managing and controlling data; technical support services, namely, remote and on-site infrastructure management services for monitoring, administration and management of computing IT and application systems; consulting services in the field of IT infrastructure	
Singapore	SOLIDFIRE	Madrid Protocol Registration No. 1273728 Pending	Class 9: Computer hardware for high-speed processing and storage of data using multiple CPUs; Computer software for the collection, editing, organizing, modifying, book marking, transmission, storage and sharing of data and information; Computer storage devices, namely, high-speed storage subsystems for storage and backup of electronic data either locally or via a telecommunications network Class 41: On-line publishing, via local and global computer networks, of blogs, documents, images, videos and other educational materials in the field of	

			storage networks, cloud-based networks, data storage centers, and intelligent storage systems capable of network communication comprising processors, memories, operating software, data storage units and software for managing and controlling data
			Class 42: Computer consultation services; technical support services, namely, identifying and proposing technical solutions in the fields of storage networks; cloud-based networks, data storage centers, and intelligent storage systems capable of network communication comprising processors, memories, operating software, data storage units and software for managing and controlling storage of data; computer diagnostic services, namely, providing monitoring and diagnostic services for storage networks and intelligent storage systems; updating and maintenance services for operating software and for software for managing and controlling data; providing, via local and global computer networks, on-line downloadable software for scanning and analyzing 3rd party datasets and for estimating efficiency, resource utilization, and costs relating to deployment of 3rd party datasets in selected storage environment
SOUTH KOREA			
South Korea	ACTIVE IQ	Madrid Protocol Registration No. 1247385	Pending

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South Korea	ELEMENT	Madrid Protocol Registration No. 1240989	Pending
South Korea	SOLIDIFIRE	Madrid Protocol Registration No. 1151754	Registered 12/10/12 Statement of Grant of Protection issued 2/6/14
South Korea	Helix Design 	Madrid Protocol Registration No. 1144418	Registered 12/10/12 Statement of Grant of Protection issued 10/10/13
SWITZERLAND			
Switzerland	ACTIVE IQ	Madrid Protocol Registration No. 1247385	Pending
Switzerland	ELEMENT	Madrid Protocol Registration No. 1240989	Pending
Switzerland	SOLIDIFIRE	Madrid Protocol Registration No. 1273728 Pending	Pending
TURKEY			
Turkey	ACTIVE IQ	Madrid Protocol Registration No.	Registered 1/68/15

		1247385	(published for opposition on 9/17/15)
Turkey	SOLIDFIRE	Madrid Protocol Registration No. 1273728	Pending
		Pending	
INTERNATIONAL REGISTRATIONS			
International	ACTIVE IQ	Registration No. 1247385	Registered 1/8/15
International	ELEMENT	Registration No. 1240989	Registered 3/10/15
International	SOLIDFIRE	Madrid Protocol Registration No. 1151754	Registered 12/10/12
International	SOLIDFIRE	Madrid Protocol Registration No. 1273728	Registered 1/8/15 (based on U.S. Reg. Nos. 4071617 and 4374998)
International	Helix Design 	Madrid Protocol Registration No. 1144418	Registered 12/10/12

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