

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Systap, LLC		08/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Amazon Technologies, Inc.		
Street Address:	440 Terry Avenue North		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4873088	BLAZEGRAPH	
Registration Number:	4794611	MAPGRAPH	
Serial Number:	87127747	GRAPH CACHE THRASH	
CORRESPONDENCE DATA			
Fax Number:	2062667010		
<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:	206-266-4064		
Email:	trademarks@amazon.com		
Correspondent Name:	Amazon Trademark Department		
Address Line 1:	440 Terry Avenue North		
Address Line 4:	Seattle, WASHINGTON 98109		
NAME OF SUBMITTER:	Pete Becker		
SIGNATURE:	/pb/		
DATE SIGNED:	11/15/2016		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Assignment*”), effective as of August 30, 2016, is by and among Amazon.com, a Delaware corporation (“*Parent*”), Amazon Technologies, Inc. a Nevada corporation and a wholly owned subsidiary of Parent (“*Buyer*” and, together with Parent, the “*Buying Entities*”), and Systap, LLC, a Delaware limited liability company (“*Seller*”).

WHEREAS, each of the Buying Entities, Seller and the Equityholders have entered into that certain Asset Purchase Agreement, dated as of August 23, 2016 (the “*Purchase Agreement*”), pursuant to which, among other things, Seller has agreed to assign to Buyer all of its rights, title and interests in, and to, the trademarks set forth on Schedule 1 hereto (the “*Assigned Trademarks*”), subject to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment. Seller hereby irrevocably sells, assigns, grants, conveys, delivers and transfers to Buyer, and Buyer hereby accepts, all of the Seller’s rights, title and interests in, and to, the Assigned Trademarks, including:
 - (a) the goodwill of the Business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever accruing under the Assigned Trademarks provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) 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 and restitution for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such relief and to collect any such damages.
3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request and at Buyer’s expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.
4. Subject to Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and this Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, and all representations, warranties, covenants, agreements and indemnities of Seller, the Equityholders and the Buying Entities contained therein, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of

the Purchase Agreement. The parties hereto acknowledge and agree that (a) the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, modified, expanded, impaired or diminished hereby but shall remain in full force and effect to the full extent provided therein, and (b) the rights granted herein shall not exceed the corresponding rights granted in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

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

6. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Assignment shall be governed by, and construed in accordance with, the Laws of the state of Delaware. In any action among or between any of the parties arising out of or relating to this Assignment, including any action seeking equitable relief, each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in the state of Delaware. Each party hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on Contract, tort or otherwise) arising out of or relating to this Assignment, the transactions contemplated hereby or the actions of such parties in the negotiation, administration, performance and enforcement hereof.

7. Headings. The headings in this Assignment are for reference only and shall not affect the interpretation of this Assignment.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed effective as of the Effective Date by their respective officers thereunto duly authorized.

PARENT:

AMAZON.COM, INC.

By: 

Name: Dan Grossman

Its: Vice President

BUYER:

AMAZON TECHNOLOGIES, INC.

By: _____

Name: _____

Its: _____

SELLER:

SYSTAP, LLC

By: _____

Name: _____

Its: _____

(signature page to Trademark Assignment Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed effective as of the Effective Date by their respective officers thereunto duly authorized.

PARENT:

AMAZON.COM, INC.

By: _____

Name: _____

Its: _____

BUYER:

AMAZON TECHNOLOGIES, INC.

By:  _____

Name: DA-WAI FU _____

Its: VICE PRESIDENT & SECRETARY _____

SELLER:

SYSTAP, LLC

By: _____

Name: _____

Its: _____

(signature page to Trademark Assignment Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed effective as of the Effective Date by their respective officers thereunto duly authorized.

PARENT:

AMAZON.COM, INC.

By: _____

Name: _____

Its: _____

BUYER:

AMAZON TECHNOLOGIES, INC.

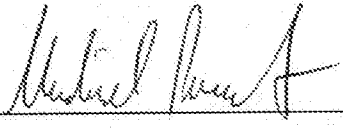
By: _____

Name: _____

Its: _____

SELLER:

SYSTAP, LLC

By: _____ 

Name: Michael Personick

Its: Manager

(signature page to Trademark Assignment Agreement)

TRADEMARK
REEL: 005921 FRAME: 0469

SCHEDULE 1
ASSIGNED TRADEMARKS

Country	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Owner	Status
USA	Blazegraph	4783088 (US) 1252748 (Int'l)	Dec. 22, 2015	86498414	Jan. 08, 2015	Systap, LLC	Registered
USA	Mapgraph	4794611 (US) 1252599 (Int'l)	Aug. 18, 2015	86498432	Jan. 08, 2015	Systap, LLC	Registered
USA	Graph-Cache Trash	N/A	N/A	86823128	Nov. 17, 2015	Systap, LLC	Examination
USA	Graph Cache Thrash	N/A	N/A	87127747	Aug. 4, 2016	Systap, LLC	Examination

Common law trademarks:

Type	Name
Logo	Blazegraph Logo
Common Law Trademark	DASL
Common Law Trademark	Blazegraph GPU
Common Law Trademark	Reliable, Affordable Web-Scale Computing for the Enterprise