

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rackspace US, Inc.		02/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Mailgun Technologies, Inc.		
Street Address:	535 Mission Street, 14th Floor		
Internal Address:	c/o Turn/River Capital		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85564471	MAILGUN	
Serial Number:	85317035	@ MAILGUN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6503805733		
Email:	chiara@paradigmcounsel.com		
Correspondent Name:	Chiara Portner		
Address Line 1:	2526 Middlefield Road, 800		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Chiara Portner		
SIGNATURE:	/Chiara Portner/		
DATE SIGNED:	02/12/2017		
Total Attachments: 4			
source=Trademark_Assignment_Mailgun-dominic_turnrivercapital.com#page1.tif			
source=Trademark_Assignment_Mailgun-dominic_turnrivercapital.com#page2.tif			
source=Trademark_Assignment_Mailgun-dominic_turnrivercapital.com#page3.tif			
source=Trademark_Assignment_Mailgun-dominic_turnrivercapital.com#page4.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of February 1, 2017 (the "Effective Date") between Rackspace US, Inc., a Delaware corporation (the "Assignor"), and Mailgun Technologies, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated on or about the date hereof (the "Purchase Agreement"), providing for, among other things, the assignment by the Assignor to Assignee of the trademarks listed on the attached Schedule A (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title and interest in and to the Marks; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. The Assignor shall provide to the Assignee commercially reasonable cooperation and assistance at the Assignee's request, without charge but at the Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all countries foreign to the United States of America and (d) for the implementation or perfection of the provisions of this Assignment.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

4. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of Delaware.


5. This Assignment may be executed and delivered (including by facsimile transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Trademark Assignment as of the date first written above.


ASSIGNOR:

RACKSPACE US, INC.

By: 
Name: William Alberts
Title: SVP & General Counsel - Americas

ASSIGNEE:

MAILGUN TECHNOLOGIES, INC.

By: 
Name: Dominic Ang
Title: President

SCHEDULE A

Mark:



USPTO Reg. #85317035

Status: Registered

Mark:

mailgun

USPTO Reg. #85564471

Status: Registered

TRADEMARK

REEL: 009987 FRAME: 0273

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Document History



SENT

02/09/2017
18:52:42 UTC

Sent for signature to Dominic Ang
(dominic@turnrivercapital.com)
IP: 50.88.129.130



VIEWED

02/09/2017
18:54:18 UTC

Viewed by Dominic Ang (dominic@turnrivercapital.com)
IP: 107.77.237.210



SIGNED

02/09/2017
18:54:32 UTC

Signed by Dominic Ang (dominic@turnrivercapital.com)
IP: 107.77.237.210



COMPLETED

02/09/2017
18:54:32 UTC

The document has been completed.