

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engine Yard, Inc.		04/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Microsoft Corporation		
Street Address:	One Microsoft Way		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98052		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4470741	DEIS	
Serial Number:	86959819	HELM	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com, sstewart@perkinscoie.com		
Correspondent Name:	Grace Han Stanton / Perkins Coie LLP		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	41827-4916.US01		
NAME OF SUBMITTER:	John P. Halski		
SIGNATURE:	/John P. Halski/		
DATE SIGNED:	06/05/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This Trademark Assignment and Assumption Agreement (this “*Assignment*”), dated April 21, 2017, by and between Engine Yard, Inc., a Delaware corporation (the “*Selling Entity*”) and Microsoft Corporation, a Washington corporation (“*Buyer*”).

WHEREAS, certain trademarks are used in connection with the Business as defined in the Asset Purchase Agreement dated as of March 31, 2017, by and among Buyer, the Selling Entity, and other parties thereto (the “*Purchase Agreement*”), including the trademarks, trademark applications and registrations listed in the attached Schedule A (collectively, the “*Trademarks*”).

WHEREAS, pursuant to the Purchase Agreement, the Selling Entity has agreed to transfer and assign, all its right, title and interest in and to the Trademarks to Buyer.

WHEREAS, Buyer desires to acquire, and the Selling Entity desires to assign and transfer, pursuant to the Purchase Agreement, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Upon the terms and subject to the conditions of the Purchase Agreement, the Selling Entity hereby assigns to Buyer all of such Selling Entity’s right, title and interest in and to the Trademarks, together with such Selling Entity’s goodwill associated with any of such Trademarks.
2. Buyer hereby accepts the assignment in Section 1 hereof and, from and after the date hereof, will assume, perform, and discharge all liabilities and obligations of each Selling Entity relating to such Trademarks that accrue after the Closing.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of laws principles thereof.
4. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.
5. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.
6. This Assignment will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns in accordance with the Asset Purchase Agreement. Neither of the Parties hereto intends that this Assignment shall benefit or be enforceable by any person other than the Parties hereto and their respective successors and permitted assigns.

EXECUTION VERSION


7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or scanned copy and email shall constitute effective execution and delivery of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment and Assumption Agreement on the date first written above.

BUYER

MICROSOFT CORPORATION

By  _____

Name: Keith Dolliver

Title: Assistant Secretary

SELLING ENTITY

ENGINE YARD, INC.

By _____

Name:

Title:

(Signature Page to Trademark Assignment and Assumption Agreement)

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment and Assumption Agreement on the date first written above.

BUYER

MICROSOFT CORPORATION

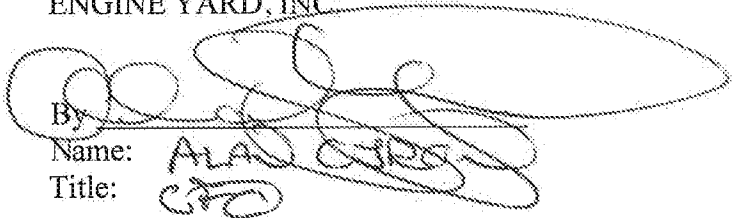
By _____

Name:

Title:

SELLING ENTITY

ENGINE YARD, INC

By  _____
Name: ALAN O'BRIEN
Title: CFO

(Signature Page to Trademark Assignment and Assumption Agreement)

SCHEDULE A
TRADEMARKS

Trademark Name	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Due Date	Action Due
DEIS	USA	Registered	85-964585	6/19/13	4470741	1/21/2014	1/21/2020 (Declaration of Use due date)	Aff of Use – 6 yr
HELM	USA	Pending –	86-959819	3/31/2016	n/a	n/a	8/7/2017 (Response appeal due date)	REQ FOR RECON (LAST DAY)