

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/09/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ensim Corporation		03/09/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Ingram Micro Inc.		
Street Address:	3351 Michelson Drive		
Internal Address:	Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3094846	WEBPPLIANCE	
Registration Number:	2557937	ENSIM APPXCHANGE	
Registration Number:	2691379	ENSIM	
Registration Number:	2495161	SERVERXCHANGE	
Registration Number:	2491117	ENSIM	
CORRESPONDENCE DATA			
Fax Number:	3175925453		
<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:	(317) 236-5882		
Email:	ipdocket@icemiller.com, h.banta@icemiller.com, ryan.wilkinson@icemiller.com		
Correspondent Name:	Holiday W. Banta, Ice Miller LLP		
Address Line 1:	One American Square		
Address Line 2:	Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
ATTORNEY DOCKET NUMBER:	36768.4283		
NAME OF SUBMITTER:	Holiday W. Banta		

OP \$140.00 3094846

SIGNATURE:	/Holiday W. Banta/
DATE SIGNED:	07/12/2017
Total Attachments: 6 source=Patent Assignment fully executed#page1.tif source=Patent Assignment fully executed#page2.tif source=Patent Assignment fully executed#page3.tif source=Patent Assignment fully executed#page4.tif source=Patent Assignment fully executed#page5.tif source=Patent Assignment fully executed#page6.tif	

NUNC PRO TUNC ASSIGNMENT

THIS NUNC PRO TUNC ASSIGNMENT, dated as of the 8th day of March, 2017, is made by ASSIGNOR in favor of ASSIGNEE.

WITNESSETH:

WHEREAS, ASSIGNOR and ASSIGNEE have previously agreed that as of June 1, 2016 (the EFFECTIVE DATE) ASSIGNOR transferred to ASSIGNEE the TRANSFERRED RIGHTS and wish to memorialize that prior transaction nunc pro tunc with the present document that may be publicly recorded with respect to the TRANSFERRED RIGHTS.

1. DEFINITIONS

1.1 ASSIGNOR means Ensim Corporation, a Delaware corporation, having a principal place of business at 1540 Parkmoor Avenue, San Jose, California 95128.

1.2 ASSIGNEE means Ingram Micro Inc., a Delaware corporation, having a principal place of business at 3351 Michelson Drive, Suite 100, Irvine, California 92612-0697, as well as its successors and/or assigns.

1.3 PATENT PROPERTIES means the patent applications and patents listed in Schedule A attached to this Assignment.

1.4 INVENTIONS means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT PROPERTIES and/or any invention disclosure material associated with the PATENT PROPERTIES.

1.5 RELATED PATENT CASES includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:

a. disclosing, illustrating, claiming, and/or otherwise describing the INVENTIONS, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;

b. claiming directly or indirectly priority to and/or from the PATENT PROPERTIES, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or

c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTIONS and/or the PATENT PROPERTIES, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.

1.6 RELATED INTELLECTUAL PROPERTY includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the INVENTIONS, PATENT PROPERTIES, and/or RELATED PATENT CASES.

1.7 TRANSFERRED RIGHTS includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.

1.8 GEOGRAPHIC SCOPE means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.

2. ASSIGNMENT OF RIGHTS

- 2.1 Consideration. The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.
- 2.2 Intellectual Property. The ASSIGNOR hereby acknowledges that it has assigned to the ASSIGNEE all rights, title, and interest in and/or to the INVENTIONS, PATENT PROPERTIES, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- 2.3 Future Improvements. The ASSIGNOR hereby acknowledges that it has assigned, and agrees this assignment hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTIONS, PATENT PROPERTIES, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- 2.4 Right to Claim Priority. The ASSIGNOR hereby acknowledges that it has assigned to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENT PROPERTIES and the RELATED PATENT CASES.
- 2.5 Infringement and Misappropriation. The ASSIGNOR hereby acknowledges that it has assigned to the ASSIGNEE all past, present, and future causes of action for infringement and/or misappropriation of the INVENTIONS, PATENT PROPERTIES, RELATED PATENT CASES and/or RELATED INTELLECTUAL PROPERTY, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.
- 2.6 Remedies. The ASSIGNOR hereby acknowledges that it has assigned to the ASSIGNEE all past, present, and future remedies for infringement and/or misappropriation, including damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.
- 2.7 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

- 3.1 Communicate Information. The ASSIGNOR hereby acknowledges that it has agreed to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.
- 3.2 Sign Documents. The ASSIGNOR hereby acknowledges that it has agreed to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.
- 3.3 Legal Proceedings. The ASSIGNOR hereby acknowledges that it has agreed to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.
- 3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby acknowledges that it has agreed to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.
- 3.5 No Additional Consideration Required. The ASSIGNOR hereby acknowledges that it has agreed to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby acknowledges that it has assigned to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby acknowledges that it has agreed to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product privilege, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby acknowledges that it has agreed that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby acknowledges that it has covenanted and warranted that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby acknowledges that it has covenanted and warranted that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

6.1 Insert Application Number and Filing Date. If blank in Schedule A of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Ice Miller LLP, its successor in interest, or designee to insert the application number and/or filing date in Schedule A of this assignment once known.

6.2 Issue Patent to Assignee. The ASSIGNOR hereby acknowledges that it has authorized and requested that any and all patents based on the patent applications within the PATENT PROPERTIES and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.3 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.4 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the courts of Indiana in connection with any dispute arising under the assignment.

6.5 Effective Date. This assignment is hereby made effective, nunc pro tunc, as of the EFFECTIVE DATE.

ASSIGNOR(S) SIGNATURE(S)

Ensim Corporation
DocuSigned by:

Signature: David Wippich

Date: 3/9/2017

Printed Name: David Wippich

Title: CEO

Assignee:

Assignee hereby accepts, nunc pro tunc, the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

DocuSigned by:
Craig M. Carpenter 3/9/2017
Assignee Signature

Printed Name: Craig M. Carpenter

Title: VP & AGC

Company: Ingram Micro Inc.

Date: 8th day of March, 2017.

SCHEDULE A

US PATENT APPLICATIONS

<u>Serial No.</u>	<u>Inventor</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
14/268,332	Swarup Das David Chang David J. Wippich	US	05/02/2014	User Access in a Multi-Tenant Cloud Environment

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.
WEBPPLIANCE	3,094,846
ENSIM APPXCHANGE	2,557,937
ENSIM	2,691,379
SERVERXCHANGE	2,495,161
ENSIM	2,491,117

FOREIGN TRADEMARK REGISTRATIONS

Mark	Registration No.	Country
ENSIM	1742949	China
ENSIM	4718654	Japan
ENSIM	1896943	European Community
ENSIM	853443	Australia

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