

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pivotal Software, Inc.		08/18/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Apache Software Foundation		
Street Address:	401 Edgewater Place, Suite 600		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4652591	MADLIB	
CORRESPONDENCE DATA			
Fax Number:	4158362501		
<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:	4158362506		
Email:	carolanne.bashir@dlapiper.com		
Correspondent Name:	Gina Durham, DLA Piper LLP US		
Address Line 1:	555 Mission St., Suite 2400		
Address Line 2:	393457-131		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
ATTORNEY DOCKET NUMBER:	393457-131		
NAME OF SUBMITTER:	Carol Anne Bashir		
SIGNATURE:	/Carol Anne Bashir/		
DATE SIGNED:	08/22/2017		
Total Attachments: 3			
source=MADLIB - Pivotal Software to The Apache Software Foundation#page1.tif			
source=MADLIB - Pivotal Software to The Apache Software Foundation#page2.tif			
source=MADLIB - Pivotal Software to The Apache Software Foundation#page3.tif			

CH \$40.00 4652591

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), effective as of **August 18, 2017** ("Effective Date"), by and between Pivotal Software, Inc., a Delaware corporation, having its principal place of business at 875 Howard Street, 5th Floor, San Francisco, California 94103 ("Assignor") and The Apache Software Foundation, a Delaware corporation, with an address of 1901 Munsey Avenue, Forest Hill, Maryland, 21050 ("Assignee").

RECITALS

WHEREAS, Assignor has adopted, is using, and has registered the trademarks as set forth in attached **Schedule A** (the "Trademarks");

WHEREAS, Assignor agrees to assign to Assignee, and Assignee agrees to accept, all right, title, and interest in and to the Trademarks, together with all goodwill associated therewith.

NOW THEREFORE, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration in the sum of one dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

1. Assignor hereby authorizes and requests the United States Patent and Trademark Office ("USPTO") to issue or transfer all Trademarks to Assignee, as assignee of the entire right, title, and interest therein, or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
2. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registration, or other similar items, to ensure that the Trademarks are properly assigned to Assignee.
3. In the event that Assignor fails to timely comply with any reasonable request of Assignee set forth in this paragraph, Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of the Trademarks from the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

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4. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venture of the other.
5. This Agreement is governed by California law. Each party hereby expressly consents to the jurisdiction of either the California state courts or the United States District Courts located in the State of California and agrees that any action relating to or arising out of this Agreement be instituted and prosecuted only in the Superior Court of the County of San Francisco or the United States District Court for the Northern District of California.
6. This Trademark Assignment may be signed in counterparts if necessary, each of which will be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, or by their respective officers thereunto duly authorized, all as of the day and year first above written.

"ASSIGNOR"

"ASSIGNEE"

PIVOTAL SOFTWARE, INC.

THE APACHE SOFTWARE FOUNDATION

BY: 

BY: 

PRINTED NAME: Andrew M. Cohen

PRINTED NAME: SHANE CURCURU

TITLE: SVP, General Counsel, Secretary

TITLE: V.P., BRAND MANAGEMENT

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SCHEDULE A – TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>
MADlib	USA	4652591
MADlib	CANADA	TMA964643
MADlib	CHINA	15588409
MADlib	EUIPO	013408398

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