

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hewlett Packard Enterprise Development LP		12/01/2016	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Ent. Services Development Corporation LP		
Street Address:	11445 Compaq Center Drive West		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77070		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4414930	ATLANTES	
Registration Number:	4201181	E	
Serial Number:	86296047	ENTERPRISE FORWARD	
Registration Number:	3672496	EUCALYPTUS	
Registration Number:	4201182	EUCALYPTUS	
Serial Number:	86735889	INFO MORPHER	
Registration Number:	3844139	INGENIUM	
Registration Number:	4692861	PRODUCTXPRESS	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	803-799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 S. College St.		
Address Line 2:	Suite 2300, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	16132/00001		

CH \$215.00 4414930

NAME OF SUBMITTER:	Charles G. Zug
SIGNATURE:	/cgz/
DATE SIGNED:	09/25/2017
Total Attachments: 7 source=Redacted Assignment for USA - HPES to Ent Services Development Corp#page1.tif source=Redacted Assignment for USA - HPES to Ent Services Development Corp#page2.tif source=Redacted Assignment for USA - HPES to Ent Services Development Corp#page3.tif source=Redacted Assignment for USA - HPES to Ent Services Development Corp#page4.tif source=Redacted Assignment for USA - HPES to Ent Services Development Corp#page5.tif source=Redacted Assignment for USA - HPES to Ent Services Development Corp#page6.tif source=Redacted Assignment for USA - HPES to Ent Services Development Corp#page7.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (together with Schedule A, this **Agreement**) is made and entered into effective as of December 1, 2016 (the **Effective Date**) by and between Hewlett Packard Enterprise Development LP, a Texas limited partnership (**HPED** or **Assignor**), with a business address at 11445 Compaq Center Drive West, Houston, Texas 77070, and Ent. Services Development Corporation LP, a Texas limited partnership, with a business address at 11445 Compaq Center Drive West, Houston, Texas 77070 (**Assignee**). Assignor and Assignee are referred to individually as a **Party** and collectively as the **Parties**.

WHEREAS, Assignor, Hewlett Packard Enterprise Company, a corporation organized under the laws of Delaware and Assignee have entered into that certain Contribution Agreement dated as of December 1, 2016 (the **Contribution Agreement**) pursuant to which Assignor has agreed to irrevocably assign and transfer to Assignee certain Intellectual Property Rights (as defined in the Transaction Documents), including all of Assignor's rights, title and interest in and to the Marks (as defined in the Transaction Documents) set forth on Schedule A that are the subject of a registration or pending application in at least one jurisdiction (collectively, the **Transferred Registered Trademarks**); and

WHEREAS, Assignor and Assignee now desire to enter into this Agreement to effect the transfer and assignment to Assignee of the Transferred Registered Trademarks and associated trademark goodwill.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in the Contribution Agreement and below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee agree as follows.

1. Assignor hereby does irrevocably assign and transfer to Assignee all of Assignor's rights, title, and interest in and to the following:
 - (a) the Transferred Registered Trademarks, including without limitation all registrations and applications thereof, all registrations which may be granted in respect of such applications, and all renewals of such registrations;
 - (b) the trademark goodwill of the business symbolized by such Transferred Registered Trademarks; and
 - (c) the entire rights, title, and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the Transferred Registered Trademarks.

2. Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Transferred Registered Trademarks.
3. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the Parties and such permitted assigns, any legal or equitable rights hereunder.
4. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile or .pdf signature, and a facsimile or .pdf signature will constitute an original for all purposes.
5. This Agreement is provided pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Transferred Registered Trademarks. Nothing contained in this Agreement shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Contribution Agreement. If any provision of this Agreement is inconsistent or conflicts with the Contribution Agreement, the Contribution Agreement shall control.
6. This Agreement, and any disputes arising out of or relating to this Agreement, will be governed by and construed under the laws of the State of Delaware, without reference to its conflicts of law principles.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**HEWLETT PACKARD ENTERPRISE
DEVELOPMENT LP:**

By: Enterprise DC Holdings LLC,
General Partner

By: *Casey Damon Nakata*
Name: Casey Nakata
Title: Chief Trademark and Copyright
Counsel

**ENT. SERVICES DEVELOPMENT
CORPORATION LP:**

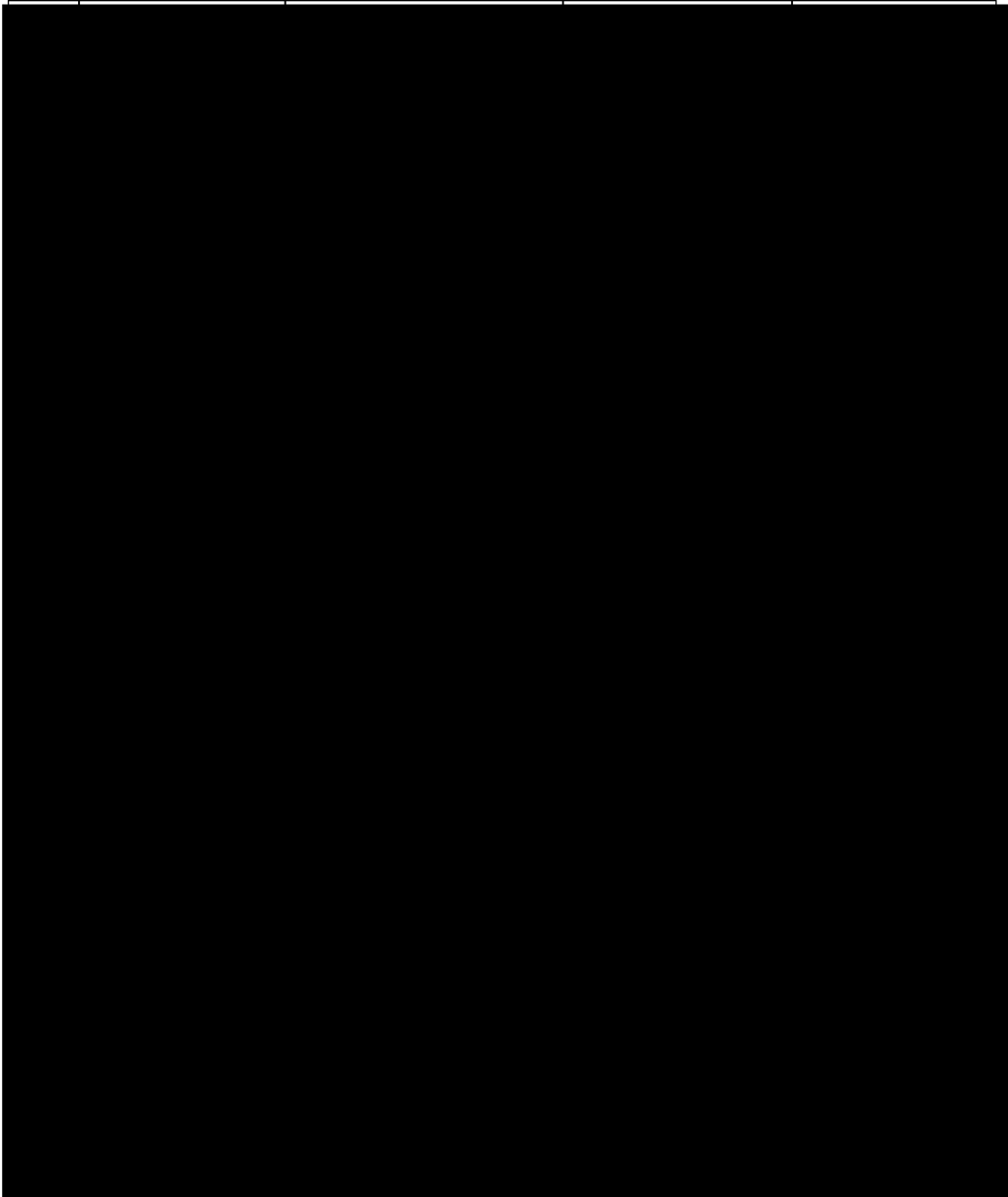
By: Enterprise Services DC Holdings LLC,
General Partner

By: *J-K-C*
Name: Jeremy K. Cox
Title: Manager

**Schedule A
Transferred Registered Trademarks**

#	Jurisdiction	Mark Name	Application Number	Registration Number
23	United States of America	ATLANTES	85902808	4414930
24	United States of America	E and Design	85435725	4201181

#	Jurisdiction	Mark Name	Application Number	Registration Number
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49	United States of America	ENTERPRISE FORWARD	86296047	
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#	Jurisdiction	Mark Name	Application Number	Registration Number
75	United States of America	EUCALYPTUS	77665455	3672496
76	United States of America	EUCALYPTUS and Design	85435727	4201182
77	United States of America	INFO MORPHER	86735889	
91	United States of America	INGENIUM	77/854220	3844139

#	Jurisdiction	Mark Name	Application Number	Registration Number
[REDACTED]				
114	United States of America	PRODUCTXPRESS	85800842	4692861