TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM452299

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Buoyant, Inc.		11/18/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	The Linux Foundation	
Street Address:	1 Letterman Drive, Building D	
Internal Address:	Suite D4700	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94129	
Entity Type:	Non-Profit Corporation: OREGON	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5192300	LINKERD

CORRESPONDENCE DATA

Fax Number: 6172484000

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.

Phone: 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Choate, Hall & Stewart, LLP Address Line 2: Two International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2008048
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel I. scales/
DATE SIGNED:	11/28/2017

Total Attachments: 2

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> **TRADEMARK** REEL: 006214 FRAME: 0164

Trademark Assignment Agreement LINKERD

This Trademark Assignment Agreement ("Agreement") is effective as of the 18 th day of November, 2017 by and between The Linux Foundation, an Oregon non-profit corporation ("Assignee"), having a place of business at 1 Letterman Drive, Building D, Suite D4700, San Francisco California, 94129, USA, and Buoyant, Inc., a Delaware corporation ("Assignor"), having a place of business at 577 Howard Street; 4th Floor, San Francisco, California, 94105, USA.

- 1) <u>Background</u>. Assignor is the owner of the LINKERD trademark, domain names and other source indicators and all registered accounts that either (i) incorporate "linkerd" or (ii) are used, or relied upon, by the project (including, without limitation, social media and GitHub accounts ("Accounts")), including without limitation the applications and registrations therefor and the common law trademarks set forth in Schedule 1 (collectively, the "Trademarks"). Assignor wishes to assign the rights to the Trademarks to Assignee.
- 2) <u>Assignment of Rights</u>. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, in perpetuity all rights, title and interest as Assignor may possess, anywhere in the world, in and to the Trademarks together with the goodwill symbolized by said Trademarks.
- 3) Assistance. Assignor will assist Assignee as reasonably necessary to transfer, secure, perfect, maintain or evidence the rights hereby assigned. Assignor will take such reasonable action as may be required to transfer any domain name and ownership for any Account to The Linux Foundation, as The Linux Foundation may reasonably request. To the best knowledge of Assignor, neither the execution or performance of this Agreement will violate the terms of any agreement between the Assignor and any third party.

To the best knowledge of Assignor, the list of trademark and other source indicators on Schedule 1 is a complete list of items containing the term "linkerd" and neither the execution or performance of this Agreement will violate the terms of any agreement between the Assignor and any third party. Assignor agrees not to use the Trademarks after the effective date of the assignment except as expressly permitted by Assignee, and will not challenge, interfere with or oppose Assignee's use, application or registration of the Trademarks.

Executed as of thisth day of	
Buoyant, Inc. Docusigned by: By: William Morgan	The Linux Foundation By Jim Lumlin
Name:	Jim Zemlin Name:
Title: CEO	Title: Executive Director

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Schedule 1 to Trademark Assignment Agreement – LINKERD

1. Trademark applications and registrations:

U.S. Trademark Reg. No. 5192300 for LINKERD, registered April 25, 2017

2. Common law / unregistered trademarks:

- LINKERD
- linkerd Logo:



3. **Domain names:**

linkerd.io

4. Social media or other accounts:

- Github linkerd account
- @linkerd Twitter account

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RECORDED: 11/28/2017

TRADEMARK REEL: 006214 FRAME: 0166