# OP \$40.00 4829152

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM454180

Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Seagate Technology LLC			Limited Liability Company: DELAWARE	

# **RECEIVING PARTY DATA**

Name:	Cray Inc.
Street Address:	901 Fifth Avenue
Internal Address:	Suite 1000
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98164
Entity Type:	Corporation: WASHINGTON

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4829152	CLUSTERSTOR

# **CORRESPONDENCE DATA**

**Fax Number:** 9528421742

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:** 952-896-1545

**Email:** ipgroup@larkinhoffman.com

Correspondent Name: Molly T. Eichten

Address Line 1: 8300 Norman Center Drive

Address Line 2: Suite 1000

Address Line 4: Minneapolis, MINNESOTA 55437-1060

NAME OF SUBMITTER:	Molly T. Eichten
SIGNATURE:	/Molly T. Eichten/
DATE SIGNED:	12/12/2017

# **Total Attachments: 3**

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> TRADEMARK REEL: 006226 FRAME: 0315

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>") from Seagate Technology LLC, a Delaware limited liability company ("<u>Seagate</u>") to Cray Inc., a Washington corporation ("<u>Assignee</u>"), is effective as of September 25, 2017.

WHEREAS, Seagate has agreed to assign to Assignee the Assigned Trademarks (as defined below).

- 1. <u>Assigned Trademarks</u>. The term "<u>Assigned Trademarks</u>" means the trademark registrations set forth on Schedule A attached hereto.
- 2. <u>Assignment</u>. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seagate hereby assigns, transfers, sells and delivers to Assignee all of Seagate's right, title and interest in and to the Assigned Trademarks and the goodwill of Seagate's business appurtenant thereto, including the right to prosecute and maintain any of the Assigned Trademarks and all rights to sue, claim remedies, and recover damages for past, present and future infringement thereof or other violation or impairment of any of the Assigned Trademarks.
- 3. <u>Further Assurances</u>. Seagate agrees to do the following, as reasonably requested by Assignee, and without further consideration, in order to carry out the intent of this Trademark Assignment: (a) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully vest in Assignee the title and interest herein conveyed, and (b) generally provide reasonable assistance to Assignee in Assignee's performance of lawful acts taken by Assignee for securing, maintaining, and enforcing worldwide protection relating to the Assigned Trademarks.
- 4. <u>Governing Law</u>. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Seagate has caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

Seagate Technology LLC

By: \_\_\_\_\_

Name: KEN CLAFFEY

Title: VP & GM, CLOUD SYSTEMS

Ken Ochey

Cray Inc.

Michael Fleming
By:

Name: Michael Fleming

Title: Deputy General Counsel

# **SCHEDULE A**

# ASSIGNED TRADEMARKS

	Baristoned Owner					Registration Date
United States	Seagate Technology LLC	CLUSTERSTOR	4829152	86391244	September 10, 2014	October 6, 2015

**RECORDED: 12/12/2017** 

TRADEMARK REEL: 006226 FRAME: 0318