

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458743

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|---|--|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fluid Operations AG | | 12/21/2017 | Company: GERMANY |
| RECEIVING PARTY DATA | | | |
| Name: | Veritas Technologies LLC | | |
| Street Address: | 500 E. Middlefield Road | | |
| City: | Mountain View | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94043 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3967917 | BLADE-AS-A-SERVICE (BAAS) | |
| Registration Number: | 4017278 | E-CLOUDMANAGER | |
| Registration Number: | 4063400 | | |
| Registration Number: | 3843848 | FLUID OPERATIONS | |
| Registration Number: | 4090224 | FLUIDOPS | |
| Serial Number: | 86534971 | | |
| Registration Number: | 4925229 | | |
| Registration Number: | 4925228 | | |
| Registration Number: | 4027305 | INFORMATION WORKBENCH | |
| Registration Number: | 3986314 | LANDSCAPE-AS-A-SERVICE (LAAS) | |
| Registration Number: | 3986315 | VIRTUAL LANDSCAPE MANAGER (VL MANAGER) | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6509385200 | | |
| <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: | 650-988-8500 | | |
| Email: | trademarks@fenwick.com | | |
| Correspondent Name: | Sally M. Abel and Linda M. Goldman | | |
| Address Line 1: | 801 California Street | | |
| Address Line 2: | Silicon Valley Center | | |

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|---|---------------------------------|
| Address Line 4: | Mountain View, CALIFORNIA 94041 |
| ATTORNEY DOCKET NUMBER: | 32746-00070-4769 |
| NAME OF SUBMITTER: | Linda M. Goldman |
| SIGNATURE: | /img/ |
| DATE SIGNED: | 01/19/2018 |
| Total Attachments: 6 source=Veritas Trademark Assignment Agreement (12.21.17)#page1.tif source=Veritas Trademark Assignment Agreement (12.21.17)#page2.tif source=Veritas Trademark Assignment Agreement (12.21.17)#page3.tif source=Veritas Trademark Assignment Agreement (12.21.17)#page4.tif source=Veritas Trademark Assignment Agreement (12.21.17)#page5.tif source=Veritas Trademark Assignment Agreement (12.21.17)#page6.tif | |

TRADEMARK AND DOMAIN ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Agreement**") is made effective as of December 21, 2017 (the "**Effective Date**"), and is entered into by and between Fluid Operations AG, a German company ("**Assignor**"), and Veritas Technologies LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, pursuant to the Intellectual Property Transfer and Assignment Agreement by and between Assignor and Assignee and its Affiliates (the "**Intellectual Property Transfer and Assignment Agreement**"), Assignor agreed to sell, assign, transfer, convey, and deliver, and cause to be sold, assigned, transferred, conveyed, and delivered, to Assignee all of Assignor's right, title and interest (including, without limitation, all Intellectual Property Rights) in and to all Trademarks and Domains included in the Transferred Intellectual Property Rights (the "**Transferred Trademarks and Domains**").

WHEREAS, capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Intellectual Property Transfer and Assignment Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers all of Assignor's right, title, and interest (including, without limitation, all Intellectual Property Rights) for all jurisdictions throughout the world, including all countries and political entities, in and to:
 - a. the Transferred Trademarks and Domains, including, without limitation, the Trademarks described on Schedule A and Domains described on Schedule B, attached hereto and made a part hereof (collectively with the Transferred Trademarks and Domains, the "**Assigned Marks**" and the "**Assigned Domains**"), including those that are registered and those that are pending registration;
 - b. any and all goodwill associated with the Assigned Marks and in the business, products, and services symbolized by the Assigned Marks, including any and all rights, priorities, and privileges of Assignor under the laws of the United States and any of its states, the laws of any other jurisdiction, multinational law, and any compact, treaty, protocol, convention, or organization, and all common law rights;
 - c. any and all income, royalties or payments due, accrued, or payable as of the Effective Date or thereafter, proceeds, claims, causes of action, and rights to enforce, sue for, and recover or collect from past, existing, and future infringement, misappropriation, or other violation or impairment of any of the Assigned Marks and Assigned Domains; and

d. any and all applications and registrations of the Assigned Marks that Assignor holds or controls, including, without limitation, the right to file additional trademark applications and to all resulting registrations.

2. The Assigned Marks and Assigned Domains are conveyed subject to any and all licenses or use rights to the Assigned Marks and Assigned Domains that may have been granted by Assignor or its predecessors-in-interest with respect thereto on or prior to the Effective Date.

3. Assignor agrees that from time to time, at the reasonable request of Assignee and at Assignee's expense, Assignor shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate Assignor's assignment, transfer, and conveyance of the Assigned Marks and Assigned Domains of this Agreement and the transactions contemplated by this Agreement (including any documentation to perfect and record the rights granted hereunder in the Assigned Marks and the Assigned Domains in any jurisdiction through the world). Assignor acknowledges and agrees that Assignee may perfect and record this Agreement or such other documentation in any jurisdiction throughout the world, and that Assignor shall cooperate therewith. The Assignee hereby requests and the Assignor hereby grants to the Assignee and its legal representatives all rights necessary to record this Agreement or such other documentation with the United States Patent and Trademark Office and any similar intellectual property office or government agency in any jurisdiction throughout the world. Assignor does hereby make, constitute and appoint Assignee (and any officer or agent of Assignee as Assignee may select in its exclusive discretion) as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments solely as necessary to implement and effect fully the express intentions, purposes and provisions of this Agreement, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the United States Patent and Trademark Office and other patent offices and intellectual property governmental offices in any jurisdiction throughout the world; provided, however, that Assignee shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that Assignor has failed to take such action at the request of Assignee and following five (5) days prior written notice to Assignor of the exercise of such rights. This power of attorney is coupled with an interest and shall be irrevocable.

4. This Agreement is intended to evidence the consummation of the sale, assignment, and transfer by Assignor of the Assigned Marks and Assigned Domains pursuant to the Intellectual Property Transfer and Assignment Agreement. Assignor and Assignee each hereby acknowledges and agrees that nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand, or limit in any way the terms of the Intellectual Property Transfer and Assignment Agreement or constitute a waiver or release by any party of any rights, liabilities, duties, or obligations granted to or imposed upon any of them by the terms of the Intellectual Property Transfer and Assignment Agreement. In the event of any conflict or inconsistency between the terms of the Intellectual Property Transfer and Assignment Agreement and the terms hereof, the terms of the Intellectual Property Transfer and Assignment Agreement shall govern.

5. This Agreement may be executed in one or more counterparts and delivered via facsimile, pdf, or other electronic means, each of which shall be deemed an original as against the party that signed it and all of which shall together constitute one and the same agreement, and shall

become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Notwithstanding the foregoing, if counterpart signatures are delivered by electronic means, each party shall promptly thereafter exchange original, ink-signed signatures to the other party.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law principles of such state.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned has caused this Trademark and Domain Assignment Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

FLUID OPERATIONS AG


By: P. Bolger
Name: Paul Bolger
Title: MANAGING DIRECTOR

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TRADEMARK
REEL: 006253 FRAME: 0611

ASSIGNEE:

VERITAS TECHNOLOGIES LLC

By: 
Name: Michelle VonderHaar
Title: Secretary

**SCHEDULE A
ASSIGNED MARKS**

| Title | Region | Registration/ Application No. | Notes |
|--|---------------|--|---|
| Blade as a Service (BaaS) | EU | 9272162 | |
| eCloudManager | EU | 8836421 | |
| flexibility comes first | EU | 8951774 | |
| fluid Operations | EU | 8841645 | |
| fluidOps | EU | 8848368 | |
| Information Workbench | EU | 8973406 | |
| Landscape as a Service (LaaS) | EU | 8783921 | |
| Virtual Landscape Manager (VL Manager) | EU | 8841711 | |
| Blade as a Service (BaaS) | US | 85088067 | |
| eCloudManager | US | 77786319 | |
| fluid Operations | US | 77786273 | |
| Landscape as a Service (LaaS) | US | 77786386 | |
| Virtual Landscape Manager (VL Manager) | US | 77786390 | |
| eCloudManager Logo | US | 85312917 | |
| Information Workbench | US | 85296642 | |
| fluidOps | US | 85316563 | |
| eDataCenter Analyzer | GER | 30201633038 | |
| fluidOps Logo | EU | 13350021 | |
| fluidOps Logo | US | 4925229 | Registered three times for three different classes (86534954, 86534945, 86534971) |
| eDataCenter Analyzer | IR | 1359207 | Extension to German trademark for international coverage |

TRADEMARK