# CH \$40.00 4867;

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM466157

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cloudvelox, Inc.		02/23/2018	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	VMware, Inc.	
Street Address:	3401 Hillview Avenue	
City:	Palo Alto	
State/Country:	CALIFORNIA	
Postal Code:	94304	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4867708	CLOUDVELOX

## CORRESPONDENCE DATA

**Fax Number:** 3125548015

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: 312-554-8000 Email: kjl@pattishall.com

Correspondent Name: Brett A. August c/o Patttishall Address Line 1: 200 South Wacker Drive

Address Line 2: Suite 2900

Address Line 4: Chicago, ILLINOIS 60606-5896

ATTORNEY DOCKET NUMBER:	2217-165
NAME OF SUBMITTER:	Brett A. August
SIGNATURE:	/Brett A. August/
DATE SIGNED:	03/19/2018

# **Total Attachments: 4**

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> TRADEMARK REEL: 006294 FRAME: 0453

### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Agreement**") is dated February 23, 2018 (the "Effective Date") and is between CloudVelox, Inc., a Delaware corporation ("**Assignor**") and VMware, Inc., a Delaware corporation ("**Assignee**"). Each of Assignor and Assignee are referred to herein as a "**Party**" or, collectively, as the "**Parties**."

Under the Asset Purchase Agreement, dated February 21, 2018 (the "Asset Purchase Agreement"), Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in the Trademarks (as defined in the Asset Purchase Agreement) owned by Assignor, including, without limitation, the trademarks and trademark applications set forth below in Exhibit A (the "Assignor Trademarks"), together with the goodwill of the business connected with and symbolized by the Assignor Trademarks.

Assignee desires to acquire all of Assignor's rights in the Assignor Trademarks, together with the goodwill of the business connected with and symbolized by the Assignor Trademarks.

In exchange for the consideration paid under the Asset Purchase Agreement, the receipt of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee all of Assignor's right, title and interest in the Assignor Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, and all rights for recovery, damages and profits for past, present and future infringements, if any. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks.

In case of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern. This Agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of electronic delivery will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

[Signature page follows]

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TRADEMARK REEL: 006294 FRAME: 0454

persons.	
	CLOUDVELOX, INC.
	By: Ky Nuingra Name: naj Dhingra
	Name: Naj Dhingra
	Title: Chief Executive Officer
	VMWARE, INC.
	By:
	Name:

Title:

The Parties have caused this Agreement to be executed as of the Effective Date by duly authorized

(Signature page to Trademark Assignment Agreement)

persons.		
	CLOUDVELOX, INC.	
	By: Name: Title:	

The Parties have caused this Agreement to be executed as of the Effective Date by duly authorized

VMWARE, INC.

Name: Alex Wang

Title: VP Corporate Development

(Signature page to Trademark Assignment Agreement)

# Exhibit A

# **Trademarks**

# REGISTERED TRADEMARKS:

Mark	Jx	App. No.	Reg. No.	Status	Record Owner	Reg. Date
CLOUDVELOX	US	86231204	4867708	Registered	CloudVelox, INC.	08-12- 2015
CLOUDVELOX	CA	1695539-00	TMA976164	Registered	CloudVelox, Inc.	19-07- 2017

# **UNREGISTERED TRADEMARKS:**

One Hybrid Cloud	

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**RECORDED: 03/19/2018** 

TRADEMARK REEL: 006294 FRAME: 0457