

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E8 Security, Inc.		03/27/2018	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: 2			
Property Type	Number	Word Mark	
Registration Number:	4681429	E8 SECURITY	
Registration Number:	4705380	EVENTITY	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312-554-8000		
Email:	kjl@pattishall.com		
Correspondent Name:	Brett A. August c/o Pattishall		
Address Line 1:	200 South Wacker Drive		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	02217-00001		
NAME OF SUBMITTER:	Brett A. August		
SIGNATURE:	/Brett A. August/		
DATE SIGNED:	03/29/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is dated March 27, 2018 (the “**Effective Date**”) and is between E8 Security, 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 March 26, 2018 (the “**Asset Purchase Agreement**”), by and among Assignee, Assignor and the Representative (as defined in the Asset Purchase Agreement), Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in the trademarks and trademark applications set forth below in **exhibit A** (collectively, the “**Assignor Trademarks**”), including any and all Assignor Trademark Documents (as defined herein), 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, free and clear of all Encumbrances (as defined in the Asset Purchase Agreement).

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 Assignor Trademarks, and all rights for recovery, damages and profits for past, present and future infringements, if any. To the extent any intent-to-use applications are included in the Assignor Trademarks, such intent-to-use applications are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. 1060. 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 Assignor Trademarks.

Assignor shall, promptly following the Effective Date, but no later than 10 days after the Effective Date, deliver to Assignee all Assignor Trademark Documents. “**Assignor Trademark Documents**” means all documents, records, and files in the possession or control of Assignor or its counsel or agents relating to the Assignor Trademarks, including, without limitation: (a) original trademark applications for the Assignor Trademarks; (b) complete prosecution files and docketing reports, including materials filed or prepared for the purpose of being filed with the United States Patent and Trademark Office or similar authority in any other jurisdiction; (c) originals of all assignment agreements in its possession relating to the Assignor Trademarks; (d) copies of documents, records, and files in Assignor’s possession relating to the assertion, licensing, enforcement or defense of the Assignor Trademarks; and (e) copies of any other materials or information in the possession or control of, or known to, Assignor, its counsel, or its agents that is reasonably likely to be required to be produced in any litigation to enforce the Assignor Trademarks, but with respect to all of the foregoing, specifically excluding any attorney-client or work-product privileged information.

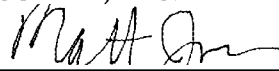
In case of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase

Agreement will 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 or digital delivery such as in Adobe Portable Document Format or using generally recognized e-signature technology (e.g., DocuSign or Adobe Sign), 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. This Agreement may only be amended, modified, or supplemented by a written agreement executed by an authorized representative of each Party.

[Signature page follows]

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

E8 SECURITY, INC.

By: 
Name: Matt Jones
Title: Chief Executive Officer

VMWARE, INC.

By: _____
Name: Alex Wang
Title: VP Corporate Development

(Signature page to Trademark Assignment Agreement)

**TRADEMARK
REEL: 006345 FRAME: 0811**

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

E8 SECURITY, INC.

By: _____
Name:
Title:

VMWARE, INC.

By:  _____
Name: Alex Wang
Title: VP Corporate Development

(Signature page to Trademark Assignment Agreement)

**TRADEMARK
REEL: 006345 FRAME: 0812**

Exhibit A
Trademarks

Registered Trademarks

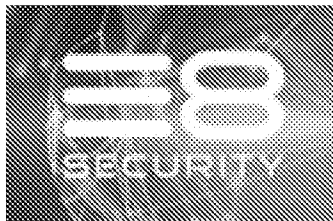
Mark	Jurisdiction	Application No.	Registration No.	Record Owner	Filing Date	Registration Date
E8 SECURITY	United States	86313910	4681429	E8 Security, Inc.	06/18/2014	02/03/2015
EVENTITY	United States	86301631	4705380	E8 Security, Inc.	06/05/2014	03/17/2015

Unregistered Trademarks

E8 Logo (in black and orange)



E8 Logo (in white, with variations in background color)



E8 SECURITY. DETECT. HUNT. RESPOND.
 FOLLOW THE BEHAVIOR, FIND THE THREAT.
 Fusion Platform
 Entity Fusion
 Signal Fusion
 Data Fusion
 Joyride
 Continuous Breach Prevention