

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engine Yard, Inc.		04/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Engine Yard Enterprises, Inc.		
Street Address:	401 Congress Avenue		
Internal Address:	Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3523452	ENGINE YARD	
Registration Number:	4186404	RUBINIUS	
Registration Number:	4755025	ENGINE YARD	
CORRESPONDENCE DATA			
Fax Number:	5122874866		
<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:	512-656-7960		
Email:	brian.spross@jonesspross.com		
Correspondent Name:	Brian Spross		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 2:	Suite 100		
Address Line 4:	Austin, TEXAS 78732		
NAME OF SUBMITTER:	Brian Spross		
SIGNATURE:	/brian spross/		
DATE SIGNED:	07/06/2018		
Total Attachments: 13			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of April 21, 2017, is made by Engine Yard, Inc., a Delaware corporation ("Seller"), in favor of Engine Yard Enterprises, Inc. (dba Engine Yard), a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Purchase Agreement by and among Buyer, Seller and Seller Representative, dated as of the even date herewith (the "Purchase Agreement"). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain Intellectual Property Assets of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to all the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

ENGINE YARD, INC.

By: _____

Name: Alan Cyron

Its: CFO

AGREED TO AND ACCEPTED:

ENGINE YARD ENTERPRISES, INC.

By: _____

Name: Andrew S. Price

Its: CFO

[IP ASSIGNMENT SIGNATURE PAGE]

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REEL: 006373 FRAME: 0984

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

ENGINE YARD, INC.

By: _____

Name: _____

Its: _____

AGREED TO AND ACCEPTED:

ENGINE YARD ENTERPRISES, INC.

By: AS _____

Name: Andrew S. Price

Its: CFO

Schedule 1
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Name	Country	Status	B&T Matter	Classes / Goods	Application Number	Filing Date	Registration Number	Registration Date	Due Date	Action Due
ENGINE YARD	United States of America	Registered	208380	42 Int. computer services, namely, providing website and application hosting services, computer programming services and rental of database servers	77-307347	10/18/2007	3523452	10/28/2008	10/28/2018	First Renewal
ENGINE YARD	European Union (Community)	Registered	208382	09 Int. computer software and operating systems, web server software 42 Int. computer services, namely, providing website hosting services, computer programming services, and computer application server facilities and resources for others	6626501	01/17/2008	6626501	11/20/2008	01/17/2018	First Renewal

ENGINE YARD	Japan	Registered	215923	42 Int. website and application hosting, computer programming, rental of database servers, creating and maintaining web sites for others, and other computer software design - computer programming or maintenance of computer software, rental of computer software, rental of web servers, hosting computer sites [web sites], rental of computers, providing computer programs	2011-20776	03/24/2011	5469569	02/10/2012	02/10/2022	First Renewal
RUBINIUS	United States of America	Registered	219955	09 Int. computer operating system software	85-499086	12/19/2011	4186404	08/07/2012	08/07/2018	Aff of Use - 6 Year

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European Union (Community)	Registered	232497	<p>09 Int. computer software and operating systems; web server software; computer hardware</p> <p>38 Int. telecommunication services; computer communication and Internet access; access to content, websites and portals; provision and rental of telecommunications facilities and equipment;</p> <p>electronic exchange of data stored in databases accessible via telecommunication networks</p> <p>42 Int. computer services; computer services, namely, providing website and application hosting services, computer programming</p>	013594627	12/19/2014	013594627	04/23/2015	12/19/2024	First Renewal
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Engine Yard

ENGINE
YARD and
Design

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											Aff of Use - 6 Year
			4755025	10/08/2014	86-418101	42 Int. computer services, namely, providing website and application hosting services, computer programming services and rental of database servers	230052	Registered	United States of America		
											


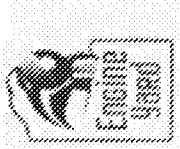
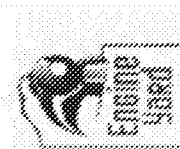
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Japan	Registered	232496	42 Int. rental of database server (to third parties); hosting web sites; hosting computer software applications for others; hosting of computerized data, files, applications and information; rental of memory space on servers for hosting electronic bulletin boards; rental of operating software for computer networks and servers; computer software design, computer programming or maintenance of computer software; providing computer programs; designing of machines, apparatus, instruments [including their parts] or systems composed of such machines, apparatus and	2014-107715	12/19/2014	5790804	09/04/2015	09/04/2020	Ren/Reg Fee 5 Year Option
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Engine Yard

ENGINE
YARD and
Design

instruments;
research on building
construction or city
planning; testing or
research on
prevention of
pollution; testing or
research on
electricity; testing
or research on civil
engineering; testing
or research on
machines,
apparatus and
instruments;
computer-aided
industrial analysis
services; computer-
aided industrial
design, research,
testing and analysis
services;
consultancy and
information services
relating to
information
technology,
information
technology
architecture and
infrastructure and
computer system
integration

TM/AN/RN/Disclaimer	Jurisdiction /Status/Status Date	Full Goods/Services	Owner Information
<p>Engine Yard and Design</p>  <p>RN: 006626543 AN: 006626543</p> <p><u>ENGINE YARD</u></p>	<p>European Union Registered Last Status Received: Registered December 29, 2008</p>	<p>(Int'l Class: 09) Computer software and operating systems; web server software. (Int'l Class: 42) Computer services, namely, providing website hosting services, computer programming services, and computer application server facilities and resources for others.</p>	<p>Engine Yard, Inc. 1035 Market Street, Suite 550, 94103, San Francisco, California, United States (States)</p>
<p><u>ENGINE YARD</u></p>  <p>RN: 6542910</p> <p><u>ENGINE YARD</u></p>	<p>China Registered Last Status Received: Registered April 21, 2010</p>	<p>(Translation) (Int'l Class: 09) The computer software (has transcribed); Has transcribed computer program; The computer software (may download); The computer program (may download); Has transcribed computer operation system; Uses in moving the network server already the computer software which transcribes</p>	<p>ENGINE YARD, INC. The American California state 95630 Fowle pines compare east Derville street 2795 100 room 2795 EAST BIDWELL,#100, FOLSOM, CALIFORNIA 95630, UNITED STATES OF AMERICA, United States (States)</p>
<p><u>ENGINE YARD</u></p>  <p>RN: 6542909</p>	<p>China Registered Last Status Received: Registered August 21, 2010</p>	<p>(Translation) (Int'l Class: 42) Computer service; Is entrusted with the computer to stand (website); Computer programming service; Provides the computer application server equipment and the resources for other people; The calligraphy and painting engraves the artistic design</p>	<p>ENGINE YARD, INC. The American California state 95630 Fowle pines compare east Derville street 2795 100 room 2795 EAST BIDWELL,#100, FOLSOM, CALIFORNIA 95630, UNITED STATES OF AMERICA, United States (States)</p>

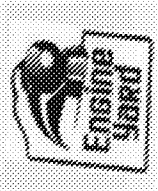

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<p><u>ENGINE YARD</u></p> <p>ENGINE YARD</p> <p>RN: 6542912</p>	<p>China Registered Last Status Received: Registered April 21, 2010</p>	<p>(Translation) (Int'l Class: 09) The computer software (has transcribed); Has transcribed computer program; The computer software (may download); The computer program (may download); Has transcribed computer operation system; Uses in moving the network server already the computer software which transcribes</p>	<p>ENGINE YARD, INC. The American California state 95630 Fowle pines compare east Derville street 2795 100 room 2795 EAST BIDWELL,#100, FOLSOM, CALIFORNIA 95630, UNITED STATES OF AMERICA, United States (States)</p>
<p><u>ENGINE YARD</u></p> <p>ENGINE YARD</p> <p>RN: 6542911</p>	<p>China Registered Last Status Received: Registered August 21, 2010</p>	<p>(Translation) (Int'l Class: 42) Computer service; Is entrusted with the computer to stand (website); Computer programming service; Provides the computer application server equipment and the resources for other people; The calligraphy and painting engraves the artistic design</p>	<p>ENGINE YARD, INC. The American California state 95630 Fowle pines compare east Derville street 2795 100 room 2795 EAST BIDWELL,#100, FOLSOM, CALIFORNIA 95630, UNITED STATES OF AMERICA, United States (States)</p>
<p><u>ENGINE YARD</u></p> <p>RN: 878540 AN: 1643218 Disclaimer: Englishnon exclusive right over the word engine separately.</p>	<p>India DELHI - Registered Last Status Received: Registered</p>	<p>(Int'l Class: 09) computer software and operating systems; web server software. (Int'l Class: 42) computer services, namely, providing website hosting services, computer programming services, and computer application services facilities and resources for others.</p>	<p>ENGINE YARD INC[1040704] Body Incorporate 2795 EAST BIDWELL 100 FOLSOM CALIFORNIA 95630 USA, United States (States)</p>

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<p><u>ENGINE YARD WITH LEBAL</u> and Design</p>  <p>RN: 878936 AN: 1643217</p>	<p>India DELHI - Registered Last Status Received: Registered</p>	<p>(Int'l Class: 09) computer software and operating systems; web server software. (Int'l Class: 42) computer services, namely, providing website hosting services, computer programming services, and computer application server facilities and resources for others.</p>	<p>ENGINE YARD INC[1040704] Body Incorporate 2795 EAST BIDWELL 100 FOLSOM CALIFORNIA 95630 USA, United States (States)</p>
<p><u>EnGine yaRd and Design</u></p>  <p>RN: 5469568 AN: 2011-020751</p>	<p>Japan Registered Last Status Received: Registered February 10, 2012</p>	<p>(Translation) (Int'l Class: 42) Loan or maintenance design and creation of programs of electronic computers, other (one for the others) maintenance loan application hosting and web site, computer programming, database server, and the creation of web sites, computer software, web server lending, lending hosting of computer sites (web site), the electronic computer, the provision of computer program</p>	<p>Engine Yard, Inc. United States (States)</p>