

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell Inc.		09/04/2018	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	
Serial Number:	88016790	SMARTS	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 VESEY STREET		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	094239-600024		
NAME OF SUBMITTER:	DEBBIE WU		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	09/12/2018		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment"), dated as of September 4, 2018, is by and between Dell Inc., a Delaware corporation having its principal place of business at One Dell Way, Round Rock, TX 78682 ("Assignor"), and VMware, Inc., a Delaware corporation having its principal place of business at 3401 Hillview Avenue, Palo Alto, CA 94304 ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedule A (the "Assigned IP");

WHEREAS, pursuant to the terms of the Asset Purchase Agreement dated as of August 6, 2018, by and between EMC Corporation and Assignee (the "Asset Purchase Agreement"), Assignor has agreed to convey, transfer and assign to Assignee the Assigned IP;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Assigned IP, and Assignee desires to accept all right, title and interest in and to the Assigned IP; and

WHEREAS, the parties wish to record such assignment in the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Asset Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Authorization. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and the empowered officials of all other similar government agencies to issue or transfer all Assigned Trademarks to Assignee, as assignee thereof.
3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

DELL INC.

By: 

Name: Janet M. Bawcom

Title: Senior Vice President and

Assistant Secretary

Date: September 4, 2018

Signature Page to Assignment of Trademarks

TRADEMARK
REEL: 006436 FRAME: 0203

ACCEPTED BY,
VMWARE, INC.

By:  _____

Name: Alex Wang

Title: Vice President, Strategy &
Corporate Development

Date: September 4, 2018 _____

Schedule A - Trademarks

Registered Trademarks:

Trademark	Country	Serial No. / App. Date	Status
SMARTS	Benelux	1091805 22-Nov-05	Registered
SMARTS	United States of America	88016790 27-Jun-18	Pending