

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cloud Logistics, LLC		09/17/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	E2open, LLC		
Street Address:	9600 Great Hills Trail, Suite 300E		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4608029		
Registration Number:	4619413	INFINITE INNOVATION	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Brandon Coyle c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	123353.00020 (B.Coyle)		
NAME OF SUBMITTER:	Brandon R. Coyle		
SIGNATURE:	/brandonrcoyle/		
DATE SIGNED:	09/25/2018		
Total Attachments: 5			
source=Sky - Trademark Assignment Agreement (Executed)#page1.tif			
source=Sky - Trademark Assignment Agreement (Executed)#page2.tif			
source=Sky - Trademark Assignment Agreement (Executed)#page3.tif			

CH \$65.00 4608029

source=Sky - Trademark Assignment Agreement (Executed)#page4.tif

source=Sky - Trademark Assignment Agreement (Executed)#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of September 17, 2018, by and between Cloud Logistics, LLC, a Delaware limited liability company (the “Assignor”) and E2open, LLC a Delaware limited liability company (the “Assignee”) (each of the foregoing a “Party”). All capitalized terms used but not defined herein shall have the meanings set forth in that certain Asset Purchase Agreement, dated as of September 17, 2018, by and among Assignor, Assignee and Eagle Parent Holdings, LLC (the “Purchase Agreement”). This Agreement shall be effective as of 12:01 am on September 17, 2018.

RECITALS

WHEREAS, this Agreement is entered into by Assignor and Assignee pursuant to the Purchase Agreement; and

WHEREAS, Assignor wishes to sell, convey, assign, transfer and deliver to the Assignee, and the Assignee wishes to purchase, acquire, assume and accept, the assignment of all of Assignor’s right, title and interest in and to the trademarks listed on Schedule A (the “Trademarks”), including all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

Section 1. Assignment.

1.1 Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor’s right, title and worldwide interest, in and to the trademarks listed on Schedule A (the “Trademarks”), including (i) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (ii) all applications filed and registrations obtained by Assignor for the Trademarks including all extensions and renewals thereof, (iii) the right to file any document to maintain the Trademarks and any associated registrations, (iv) all common law trademark and trade name rights in the Trademarks, (v) the right to file applications for registration of the Trademarks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

1.2 Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office (the “USPTO”) and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Trademarks.

1.3 The Assignor agrees to execute, at any time and from time to time upon the request and expense of the Assignee, such additional documents as the Assignee reasonably

requests to register and otherwise give full effect to the rights of the Assignee under this Agreement in and to the Trademarks, including all documents necessary to record in the name of the Assignee the assignment of the Trademarks with the USPTO or similar foreign offices.

Section 2. **Conflicts.** In the event of any conflict between this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

Section 3. **Amendments and Waiver.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto and acknowledged and agreed in writing by the Parties. No waiver by any Party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 4. **Assignment; Parties in Interest.** Neither this Agreement nor any of the rights, duties or obligations of either Party may be assigned or delegated by either Party hereto except with the prior written consent of Assignor and the Assignee. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement shall confer upon any Person not a party to this Agreement (other than an assignee permitted pursuant hereto) any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

Section 5. **Counterparts.** This Agreement may be executed in one or more counterparts (including by facsimile or other electronic method), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 6. **Governing Law.** This Agreement will be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflicting provision or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR

CLOUD LOGISTICS, LLC


DocuSigned by:
Mark Nix
By: 79DF884F97A4EC...
Name: Mark Nix
Title: Manager

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006443 FRAME: 0825

ASSIGNEE

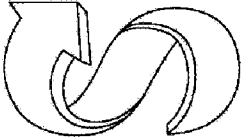
E2OPEN, LLC

By: 
Name: Michael Farlekas
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

Trademarks

Mark	App. No.	Reg. No.
	85/836,892	4,608,029
INFINITE INNOVATION	85/836,949	4,619,413