

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491593

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Basho Technologies, Inc.		10/16/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hillside (Technology) Limited		
<b>Street Address:</b>	Bet365 House, Media Way		
<b>City:</b>	Stoke-On-Trent		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	ST1 5SZ		
<b>Entity Type:</b>	Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3912974	BASHO	
<b>Registration Number:</b>	3878904	BASHO	
<b>Registration Number:</b>	3879429		
<b>Registration Number:</b>	3879430		
<b>Registration Number:</b>	3879059	RIAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102318311		
<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>			
<b>Phone:</b>	(310) 312-3750		
<b>Email:</b>	Trademark@msk.com		
<b>Correspondent Name:</b>	S.Be vins/Mitchell Silberberg & Knupp LLP		
<b>Address Line 1:</b>	11377 West Olympic Boulevard		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064-1683		
<b>NAME OF SUBMITTER:</b>	Evan M. Kent		
<b>SIGNATURE:</b>	/EMK012362/		
<b>DATE SIGNED:</b>	09/26/2018		
<b>Total Attachments: 4</b>			
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**EXHIBIT A**

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this “**Assignment**”), dated October 16, 2017, is entered into by and between Pivotal Solutions, Inc., as Receiver of and on behalf of Basho Technologies, Inc., a Delaware corporation (“**Seller**”) and Hillside (Technology) Limited, a company organized under the laws of England and Wales (“**Buyer**”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the APA (as defined below).

WHEREAS, Seller is the owner of certain trademarks listed on Schedule A (collectively, the “**Trademarks**”)

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated September 6, 2017, and as amended by the First Amendment to the APA, dated as of October 12, 2017 (collectively, the “**APA**”), pursuant to which, among other things, Seller has agreed to sell the Purchased Assets, including the Trademarks, to Buyer.

WHEREAS, pursuant to the terms of the APA, Seller wishes to assign to Buyer, and Buyer wishes to acquire from Seller, all of Seller’s worldwide rights, title, and interest in and to the Trademarks, including, without limitation, all rights related to any registrations thereof, together with the Trademarks’ goodwill and all other trademark interests, causes of action, payments, royalties, damages and/or rights due or payable with respect to the Trademarks (collectively, the “**Trademark Interests**”).

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the consideration set forth in the APA, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller hereby irrevocably sells, transfers, grants, conveys, assigns, and relinquishes exclusively to Buyer, its successors and assigns, in perpetuity (or for the longest period of time otherwise permitted by law), all of Seller’s worldwide right, title, and interest in and to the Trademark Interests.

2. Power of Attorney. Seller hereby agrees to immediately cease using the Trademarks and, in furtherance of the assignments set forth in this Assignment, Seller hereby irrevocably makes, constitutes and appoints Buyer, and any successors and assigns thereof, as its true and lawful attorney-in-fact, with full power of substitution without notice to the Seller, to act in its name, place and stead to execute and deliver any documentation or otherwise effect and benefit from the transfer, assignment and registration of the Trademarks and the Trademark Interests. This power of attorney is an irrevocable, durable agency, coupled with an interest, with full power of substitution.

3. Further Assurances. Seller covenants and agrees that it shall take all actions and execute such other and further assignments and documents as the Buyer may reasonably request to carry out, give effect to, or to otherwise evidence this Assignment.

4. Terms of Purchase Agreement. In the event of any conflict between the terms hereof and the terms of the APA, the terms of the APA will control.

5. Successors and Assigns; Governing Law. This Assignment shall be binding upon Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns; and shall be governed by, and construed in accordance with, the laws of the State of Washington applicable to

Contracts made and to be performed in Washington, exclusive of its conflict of law rules. The parties agree that the King County Superior Court shall be the exclusive proper place of venue for any action, dispute, or controversy arising from or in connection with this Assignment.

6. Entire Agreement. This Assignment, along with the APA and the Sale Order, constitutes the final, complete and exclusive entire agreement between the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous proposals, arrangements or understandings made between the parties with respect to such subject matter.

7. Counterparts. This Assignment may be executed and delivered in any number of counterparts, including by facsimile or electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

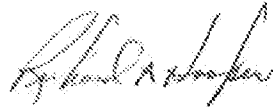
*[Remainder of Page Intentionally Left Blank; Signatures Follow.]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed effective as of the date first written above by their respective officers thereunto duly authorized.

**SELLER:**

BASHO TECHNOLOGIES, INC., a Delaware corporation

By: Pivotal Solutions, Inc., the court appointed general receiver for Basho Technologies, Inc. pursuant to the Order Appointing Receiver entered by the Superior Court for King County on July 14, 2017, in proceeding no. 17-2-17359-2 SEA.



By: \_\_\_\_\_  
Name: Richard A. Hooper  
Its: President

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF KING )

On this 24<sup>th</sup> day of October 2017, Richard A. Hooper did personally appear before me, the undersigned Notary Public in and for the State of Washington, and acknowledged to me that he is the President of Pivotal Solutions, Inc., the court appointed general receiver for Basho Technologies, Inc. ("Basho") pursuant to the Order Appointing Receiver entered by the Superior Court for King County on July 14, 2017, in proceeding no. 17-2-17359-2 SEA, and further acknowledged that he has authority to act on behalf of Basho to execute the foregoing instrument and acknowledged it as the voluntary act and deed of Basho.

GIVEN under my hand and official seal this 24<sup>th</sup> day of October, 2017.



\_\_\_\_\_  
Gail J. Glosier  
NOTARY PUBLIC  
in and for the State of Washington,  
residing at Marshallville  
My commission expires 5-20-20

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**BUYER:**

HILLSIDE (TECHNOLOGY) LIMITED, a company  
organized under the laws of England and Wales

By: 

Name: MARTIN DAVIES

Title: DIRECTOR

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

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