

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FABRIK LLC		10/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN DIGITAL TECHNOLOGIES, INC.		
Street Address:	5601 Great Oaks Parkway		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95119		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3917364	FABRIK	
CORRESPONDENCE DATA			
Fax Number:	4087179883		
<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:	408-717-6000		
Email:	tmdocket@wdc.com		
Correspondent Name:	Western Digital Technologies, Inc.		
Address Line 1:	5601 Great Oaks Parkway		
Address Line 4:	San Jose, CALIFORNIA 95119		
NAME OF SUBMITTER:	DARREL JACKS		
SIGNATURE:	/DarrelJacks/		
DATE SIGNED:	10/10/2018		
Total Attachments: 3			
source=WDC Assignment of Trademarks Fabrik LLC_Signed Oct 4, 2018#page1.tif			
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ASSIGNMENT OF US TRADEMARK REGISTRATION NO. 3917364

This Trademark Assignment ("Assignment"), effective as of October 1, 2018 ("Effective Date"), is made and entered into by and between Fabrik LLC, a Limited Liability Company of Delaware, (the "Assignor"), and Western Digital Technologies, Inc., a corporation of Delaware (the "Assignee").

A. Assignor is the owner of United States Patent and Trademark Office Trademark Registration No. 3917364 identified in Exhibit A hereto ("Trademark"); and

B. Assignor uses, or holds for use, the Trademark to necessarily conduct business, and desires to assign to Assignee all of Assignor's right, title, and interest in and to the Trademark together with all goodwill associated with and symbolized by such Trademark; and

C. Assignee has previously agreed to purchase and desires to acquire, among other things, the Trademark together with all goodwill associated with and symbolized by such Trademark.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee ("Parties") hereby agree as follows:

1. Assignment. Upon Effective Date, Assignor hereby sells, transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademark, the entire business symbolized and associated with such Trademark, all goodwill of the business symbolized and associated with such Trademark, all rights provided by international conventions and treaties conferred by such Trademark and goodwill, all renewal rights, all rights to profits due or accrued, and all rights to sue and recover damages for past, present, and future infringement, dilution, misappropriation, unlawful imitation, or other violation thereof or conflict therewith.

2. Further Assurances. (a) Assignor will timely execute and deliver any additional documents and perform all additional acts that may be necessary or desirable to assist Assignee, its successors, assigns, or legal representatives, in the implementation, recordation, or perfection of this Assignment and Assignee's interest in and to the Trademark. (b) If Assignee is unable to secure for any reason Assignor's signature to any document it is entitled to under Section 2(a) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents, and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on behalf and instead of Assignor, to execute and file all such documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

3. Due Authorization. Assignor hereby authorizes and requests all officials of any applicable governmental authority, including but not limited to the Office of the Commissioner for Trademarks in the United States, to issue to Assignee in Assignee's name any and all registrations and renewal of registrations from the registration identified in Exhibit A.

4. Governing Law. This Assignment will be governed by, construed, and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the State of Delaware, and the Parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.

5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. federal E-SIGN Act of 2000, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Each party has caused this Assignment to be executed by its duly authorized representative.

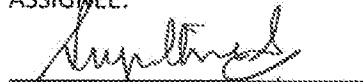
ASSIGNOR:



Michael D. Cordano
Authorized Signatory
Fabrik LLC

Oct 4, 2018
(Date)

ASSIGNEE:



Sugithra Somasekar
Assistant General Counsel
Western Digital Technologies, Inc.

10/4/2018
(Date)

EXHIBIT A

United States of America
United States Patent and Trademark Office

FABRIK

Reg. No. 3,917,364

Registered Feb. 8, 2011

Int. Cls.: 39 and 42

SERVICE MARK

PRINCIPAL REGISTER

FABRIK INC. (DELAWARE CORPORATION)
SUITE 200
1825 S. GRANT STREET
SAN MATEO, CA 94402

FOR: ON-LINE COMPUTER SERVICES FOR STORING MUSIC, VIDEOS, DIGITAL PHOTOS AND DATA SELECTED BY USERS FROM INTERNET WEB PAGES, IN CLASS 39 (U.S. CLS. 100 AND 105).

FIRST USE 8-0-2005; IN COMMERCE 8-0-2005.

FOR: PROVIDING ON-LINE NON-DOWNLOADABLE SOFTWARE VIA THE INTERNET FOR MANAGING, SHARING AND ORGANIZING MUSIC, VIDEOS, DIGITAL PHOTOS, AND DATA; INTERACTIVE MEDIA SERVICES OFFERED VIA THE INTERNET FOR EMBEDDING MUSIC, VIDEOS, DIGITAL PHOTOS, AND DATA, NAMELY, EMBEDDING ELECTRONIC CONTENT, NAMELY, MUSIC, VIDEOS, DIGITAL PHOTOS, AND DATA THAT RESIDES IN ONE LOCATION FOR DISPLAY IN ANOTHER LOCATION, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 8-0-2005; IN COMMERCE 8-0-2005.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-229,360, FILED 7-13-2007.

FRANK LATTUCA, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office