

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cloudsoft Corporation Limited		10/19/2018	Company: SCOTLAND
RECEIVING PARTY DATA			
Name:	The Apache Software Foundation		
Street Address:	401 Edgewater Place, Suite 600		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85694864	BROOKLYN	
CORRESPONDENCE DATA			
Fax Number:	4158362501		
<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:	415-836-2506		
Email:	carolanne.bashir@dlapiper.com		
Correspondent Name:	Gina Durham, DLA Piper LLP US		
Address Line 1:	555 Mission Blvd., Suite 2400		
Address Line 2:	393457-141		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
ATTORNEY DOCKET NUMBER:	393457-141		
NAME OF SUBMITTER:	Carol Anne Bashir		
SIGNATURE:	/Carol Anne Bashir/		
DATE SIGNED:	10/26/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into by and between Cloudsoft Corporation Limited, a Scotland Company ("Assignor") and The Apache Software Foundation, a Delaware Corporation ("Assignee") (hereafter referred to collectively as "Parties" and individually as "Party") effective as of October 19, 2018.

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WHEREAS, Assignor is the owner of the worldwide rights, interests and claims in, and title to the trademarks set forth in the table attached hereto as Exhibit A together with the common law rights and goodwill associated therewith (the "Trademarks");

WHEREAS, Assignor wishes to assign and Assignee wishes to receive all rights in the Trademarks;

WHEREAS, Assignor will transfer its worldwide rights, interests and claims in, and title to the Trademarks, together with the common law rights and goodwill associated therewith and the pending application as listed therein, to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby contributes, conveys, grants, sets over, assigns and transfers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, interest and claim in, and title to the Trademarks, together with the common law rights and goodwill associated therewith and the pending applications and registrations as listed in the attached Exhibit A, together with the right to sue for and collect upon all claims for profits and damages as a result of past infringement of the Trademarks, if any, in each case whether now existing or hereafter created, together with the proceeds thereof.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto.

Assignor on and after the Effective Date of this Agreement, shall at the reasonable request and the expense of Assignee: (a) execute and deliver or cause to be delivered any documents and further instruments of assignment consistent with the present assignment and that may be reasonably required to evidence or effectuate the assignment of the Trademarks, and (b) take or cause to be taken all such other actions, as may reasonably be deemed necessary or desirable in order for Assignee to obtain the full benefits of the present assignment of all the Trademarks and to maintain and enforce the Trademarks in all countries.

Each party represents that it has the power and authority to enter into this Agreement. If any term of this Assignment is held void, voidable, invalid, inoperative or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect.

This Agreement shall be deemed effective only as of the date on which it has been fully

executed by all parties (the "Effective Date"). It may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNEE

The Apache Software Foundation

By: 

Name: MARK THOMAS

Title: V.P. BRAND MANAGEMENT

ASSIGNOR

Cloudsoft Corporation Limited

By: 

Name: ROSS GRAY

Title: CEO

EXHIBIT A

Jurisdiction	Trademark	Registration/ Serial No.	Registration/Filing Date	Classes
EU	BROOKLYN	Reg. No.: 010619187	October 24, 2017	38, 42
US	BROOKLYN	App. No.: 85694864	August 3, 2017	9, 38, 42