

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499371

<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>
CohortFS LLC		07/10/2015	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Red Hat, Inc.		
<b>Street Address:</b>	100 East Davie Street		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27601		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4735615	COHORTFS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ebritton@redhat.com		
<b>Correspondent Name:</b>	Erin Britton		
<b>Address Line 1:</b>	100 East Davie Street		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>NAME OF SUBMITTER:</b>	Erin Britton		
<b>SIGNATURE:</b>	/Erin Britton/		
<b>DATE SIGNED:</b>	11/26/2018		
<b>Total Attachments: 8</b>			
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**EXHIBIT A  
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this “Agreement”), effective as of July 10, 2015 (the “Effective Date”), is entered into by and among Red Hat, Inc., a Delaware corporation (the “Buyer”), CohortFS LLC, a Michigan limited liability company (“CohortFS”), and The Linux Box Corporation (with an assumed name of The Linux Box), a Michigan corporation (“Linux Box” and, together with CohortFS, the “Sellers” and each a “Seller”).

WHEREAS, the Sellers and the Buyer have entered into a certain Asset Purchase Agreement dated as of July 10, 2015 (the “Purchase Agreement”), pursuant to which, among other things, the Sellers have agreed to assign all of their rights, title and interests in and to the Seller Intellectual Property to the Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used but not defined in this Agreement have the meanings set forth in the Purchase Agreement.
2. Assignment of Patents and Patent Applications. The Sellers hereby sell, assign, transfer and convey all of the Sellers’ right, title and interest in and to the Seller Intellectual Property constituting Patent Rights, including without limitation the patents and patent applications identified in Attachment A hereto (hereinafter, collectively, “Assigned Patents”), to have and to hold the same, unto the Buyer for its own use and for the use and enjoyment of its successors and assigns, including all damages accruing before, on and after the Closing for infringement of any Assigned Patents, including patents issuing from assigned patent applications, and the sole right to sue therefore under such Assigned Patents, for the full term or terms of all such Assigned Patents.
3. Further Assurances Regarding Assigned Patents and Patent Applications. From time to time, as and when requested by the Buyer, the Sellers shall (and shall cause their respective Affiliates to), for no additional consideration, execute and deliver, or cause to be executed and delivered, all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications claiming priority to any Assigned Patent; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to the Buyer, its successors, assigns, and representatives all facts known to the Sellers relating to the Assigned Patents and the history thereof; and generally assist the Buyer, its successors, assigns, and representatives in securing and maintaining proper patent protection for Assigned Patents and all applications claiming priority to any Assigned Patent.

4. Assignment of Trademarks. The Sellers hereby sell, assign, transfer and convey to the Buyer all of the Sellers' right, title and interest in and to the Seller Intellectual Property constituting Trademarks, including without limitation the Trademarks identified in Attachment B hereto, and all goodwill associated with all of the foregoing (the "Assigned Trademarks").
5. Further Assurances Regarding Assigned Trademarks and Assigned Patents. The Sellers do hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark or patent registrations, applications, letters and title thereto, to record the Assigned Trademarks and Assigned Patents and title thereto as the property of the Buyer, its successors, assigns or legal representatives in accordance with the terms of this instrument.
6. Assignment of Seller Domain Names. The Sellers hereby sell, assign, transfer and convey to the Buyer all of the Sellers' right, title and interest in and to the Seller Domain Names, including without limitation the Seller Domain Names set forth on Attachment C hereto.
7. Further Assurances Regarding Seller Domain Names. The Sellers shall timely execute, or cause to be executed, any and all papers and/or documents that may be reasonably necessary to effectuate the assignment, transfer or enforcement of the Seller Domain Names. The Sellers shall release and transfer possession and control of the Seller Domain Names to the Buyer so that the Buyer may initiate the transfer with the current registrar of each Seller Domain Name, and the Sellers shall perform, follow or cooperate with the Buyer on all procedures and actions reasonably requested by the Buyer and each registrar. The Sellers hereby authorize each such registrar to transfer the ownership and control of the Seller Domain Names to the Buyer.
8. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreement and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
9. Further Assurances Generally. From time to time, as and when requested by the Buyer, the Sellers shall (shall cause their respective Affiliates to), for no additional consideration, execute and deliver, or cause to be executed and delivered, all such documents and instruments and take, or cause to be taken, all such further actions, as are reasonably necessary or desirable to carry out the provisions hereof and give effect to the transactions contemplated hereby, including executing, acknowledging and delivering any assignments, transfers, consents, assumptions and other documents and instruments and taking such other actions as may reasonably be requested to more effectively assign, transfer, convey and deliver to the Buyer and its successors and assigns the Seller Intellectual Property. Notwithstanding the foregoing, the

Sellers shall cooperate, to the maximum extent permitted by Law, with the Buyer in any legal and reasonable arrangement designed to provide any claim, right or benefit arising under or resulting from the Seller Intellectual Property to the Buyer and its successors and assigns.

10. Governing Law. All matters arising from or relating to this Agreement and the transactions contemplated hereby (including its interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdictions other than those of the State of Delaware.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission (including email).

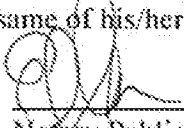
IN WITNESS WHEREOF, the Buyer and the Sellers have duly executed and delivered this Intellectual Property Assignment Agreement by their respective officers thereunto duly authorized as of the date first above written.

COHORTS  
By:   
Name: Elizabeth Ziph  
Title: Managing Partner

IN PRESENCE OF:

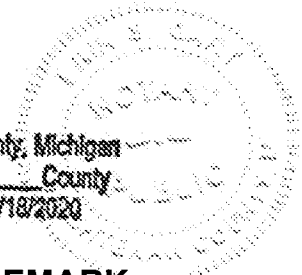
STATE OF MICHIGAN )  
 )SS.  
COUNTY OF WASHTENAW )

On the 16<sup>th</sup> day of July, 2015, before me personally came Elizabeth Ziph, to me known to be the person who is described in and who signed the foregoing Assignment and acknowledged to me that he/she signed the same of his/her own free will for the purpose therein expressed.

  
Notary Public  
Printed Name: ERIN S. GARY

My Commission Expires: 2/18/2020

ERIN S. GARY  
Notary Public, Washtenaw County, Michigan  
Acting in WASHTENAW County  
My Commission Expires: 02/18/2020



THE LINUX BOX

By: [Signature]  
Name: Elizabeth Ziph  
Title: President

IN PRESENCE OF:

STATE OF MICHIGAN )

)SS.

COUNTY OF WASHTENAW )

On the 10<sup>th</sup> day of July, 2015, before me personally came Elizabeth Ziph, to me known to be the person who is described in and who signed the foregoing Assignment and acknowledged to me that he/she signed the same of his/her own free will for the purpose therein expressed.

[Signature]  
Notary Public

ERIN S. GARY  
Notary Public, Washtenaw County, Michigan  
Acting in Washtenaw County  
My Commission Expires: 02/18/2020



Printed Name: ERIN S. GARY

My Commission Expires: 2/18/2020

RED HAT, INC.

By: \_\_\_\_\_

Name:  
Title:

IN PRESENCE OF:

STATE OF \_\_\_\_\_ )

)SS.

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of July, 2015, before me personally came \_\_\_\_\_, to me known to be the person who is described in and who signed the foregoing Assignment and acknowledged to me that he/she signed the same of his/her own free will for the purpose therein expressed.

\_\_\_\_\_  
Notary Public  
Printed Name:

My Commission Expires: \_\_\_\_\_

THE LINUX BOX

By: \_\_\_\_\_  
Name:  
Title:

IN PRESENCE OF:

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of July, 2015, before me personally came \_\_\_\_\_, to me known to be the person who is described in and who signed the foregoing Assignment and acknowledged to me that he/she signed the same of his/her own free will for the purpose therein expressed.

\_\_\_\_\_  
Notary Public  
Printed Name:

My Commission Expires: \_\_\_\_\_

RED HAT, INC.

By: Paul J. Argrey

Name: Paul J. ARGREY  
Title: VP & Treasurer

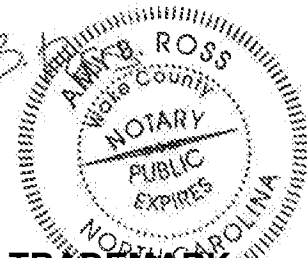
IN PRESENCE OF:

STATE OF NC )  
 )SS.  
COUNTY OF Wake )

On the 10th day of July, 2015, before me personally came Paul J. Argrey, to me known to be the person who is described in and who signed the foregoing Assignment and acknowledged to me that he/she signed the same of his/her own free will for the purpose therein expressed.

Amy B. Ross  
Notary Public  
Printed Name: Amy B. Ross

My Commission Expires: 11-29-19



TRADEMARK

**ATTACHMENT A**  
Assigned Patents

<b>Title</b>	<b>Application #</b>	<b>Priority Date</b>	<b>Inventors</b>	<b>Jurisdiction</b>
Client-based data replication	13/530,718	6/23/2011	Benjamin, Emerson, Honeyman	US
Dynamic data placement for distributed storage	13/530,604	6/23/2011	Benjamin, Emerson, Honeyman	US
Client-based data replication	EP20120733559	6/23/2011	Benjamin, Emerson, Honeyman	EP
Dynamic data placement for distributed storage	EP20120733342	6/23/2011	Benjamin, Emerson, Honeyman	EP

**END OF ATTACHMENT A**



**ATTACHMENT B**  
Assigned Trademarks

<b>Trademark</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>International Class</b>	<b>Jurisdiction</b>
CohortFS	4,735,615	5/12/2015	9	US

**END OF ATTACHMENT B**

**ATTACHMENT C**  
Seller Domain Names

<b>Domain Name</b>
COHORTFS.COM
COHORTFS.NET
COHORTFS.ORG
PROJECTWIMBLEDON.ORG

**END OF ATTACHMENT C**