

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heptio Inc.		12/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VMware, Inc.		
Street Address:	3401 Hillview Avenue		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5351913	HEPTIO	
Serial Number:	87612219	KSONNET	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312-554-8000		
Email:	kjl@pattishall.com		
Correspondent Name:	Brett A. August c/o Pattishall McAuliffe		
Address Line 1:	200 S. Wacker Drive		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	2217-Heptio Assign		
NAME OF SUBMITTER:	Brett A. August		
SIGNATURE:	/Brett A. August/		
DATE SIGNED:	12/19/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark assignment agreement is effective as of December 11, 2018 (the “**Effective Date**”) and is between Heptio Inc., a Delaware corporation, (“**Assignor**”) and VMware, Inc., a Delaware corporation (“**Assignee**”). Each of Assignor and Assignee are referred to herein as a “**Party**” or, collectively, as the “**Parties**.”

Under the Intellectual Property Distribution and License Agreement, effective as of December 11, 2018 (the “**IP Distribution Agreement**”), Assignor assigned to Assignee all of Assignor’s right, title and interest in all of the Intellectual Property (as defined in the IP Distribution Agreement) owned by Assignor, including, without limitation, the registered trademarks set forth in **Schedule A** (the “**Assignor Trademarks**”) and the entire right, title and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present or future third party infringement thereof.

In exchange for good and valuable consideration, the receipt of which is hereby acknowledged, as of the Effective Date, Assignor did and does hereby sell and assign unto Assignee all of Assignor’s right, title and interest in the Assignor Trademarks, together with the goodwill of the business connected with and symbolized by the Assignor Trademarks, and including all rights to recover damages for any and all past, current or future infringement thereof. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, the United States Copyright Office and other corresponding entities or agencies in any applicable foreign country, as appropriate, to record Assignee as assignee and owner of the Assignor Trademarks.

In case of any conflict between the terms and conditions of this agreement and the terms and conditions of the IP Distribution Agreement, the terms and conditions of the IP Distribution Agreement shall govern. This agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of electronic or digital delivery such as in Adobe Portable Document Format or using generally recognized e-signature technology (e.g., DocuSign or Adobe Sign) will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

[Signature page follows]

The Parties have caused this Trademark Assignment Agreement to be effective as of the Effective Date and executed by duly authorized persons as of the last date below.


HEPTIO INC.

By:

Name:

Title:

Date:


JOHN P. TIS
Asst. Secretary
12/18/18


VMWARE, INC.

By:

Name:

Title:

Date:


Craig Nantz
VP + Assistant Secretary
12/18/18

**Schedule A
Assignor Trademarks**

Mark	Serial No	Reg No	Jurisdiction	Class	Filing Date	Registration Date	Status	Next Steps
HEPTIO	1358873	1358873	Madrid Protocol (CN - EU - GB - IN - JP - RU)		May 31, 2017	May 31, 2017	CN: Registered EU: Registered GB: Registered IN: Registered JP: Registered RU: Registered	Renewal Due on May 31, 2027
HEPTIO	-	-	Brazil		June 6, 2017	-	Pending	Awaiting review by IMPI (Brazilian TM Office)
HEPTIO (Chinese Characters) 赫朴修	25182482	25182482	China	9	July 6, 2017	July 7, 2018	Registered	10 Year Renewal Due on July 6, 2028
HEPTIO	912836580	-	Brazil		June 6, 2017	-	Pending	Awaiting review by IMPI (Brazilian TM Office)
HEPTIO	912836725	-	Brazil		June 6, 2017	-	Pending	Awaiting review by IMPI (Brazilian TM Office)
HEPTIO	87258980	5351913	US		December 6, 2016	December 5, 2017	Registered	Sections 8 & 15 Declarations (Renewal) December 5, 2023

Mark	Serial No	Reg No	Jurisdiction	Class	Filing Date	Registration Date	Status	Next Steps
KSONNET	87612219	-	US		September 18, 2017	-	Pending	Published on October 2, 2018 -- Notice of Allowance will issue in early November
HEPTIO (Chinese Characters) 赫朴修	25190729	25190729	China	35	July 6, 2017	July 7, 2018	Registered	10 Year Renewal Due on July 6, 2028
HEPTIO (Chinese Characters) 赫朴修	25191464	25191464	China	37	July 6, 2017	July 7, 2018	Registered	10 Year Renewal Due on July 6, 2028
HEPTIO (Chinese Characters) 赫朴修	25200041	25200041	China	38	July 6, 2017	July 7, 2018	Registered	10 Year Renewal Due on July 6, 2028
HEPTIO (Chinese Characters) 赫朴修	25184261	25184261	China	41	July 6, 2017	July 7, 2018	Registered	10 Year Renewal Due on July 6, 2028
HEPTIO (Chinese Characters) 赫朴修	25186425	25186425	China	42	July 6, 2017	July 7, 2018	Registered	10 Year Renewal Due on July 6, 2028