

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XIOtech Corporation		11/08/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Violin Systems LLC		
Street Address:	2560 N. First Street, Suite 300		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Limited Liability Company DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5455121	OPTIMISE	
CORRESPONDENCE DATA			
Fax Number:	5037962900		
<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:	503-222-9981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Schwabe, Williamson & Wyatt, P.C.		
Address Line 1:	1211 SW 5th Ave., Suite 1900		
Address Line 4:	Portland, OREGON 97204		
NAME OF SUBMITTER:	Anthony D. Phillips		
SIGNATURE:	/Anthony D. Phillips/		
DATE SIGNED:	11/12/2018		
Total Attachments: 5			
source=Assignment#page1.tif			
source=Assignment#page2.tif			
source=Assignment#page3.tif			
source=Assignment#page4.tif			
source=Assignment#page5.tif			

CH \$40.00 5455121

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is effective as of the 8th day of November 2018, by and between XIOtech Corporation, a Minnesota corporation doing business as X-IO Technologies (the “Assignor”) and Violin Systems LLC, a Delaware limited liability company (the “Assignee”). Capitalized terms used but not defined herein have the meanings given to them in the Asset Purchase and Contribution Agreement of even date herewith by and between Assignor and Assignee (the “APCA”).

WHEREAS, under the terms of the APCA, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the APCA, the payment of the consideration stipulated in the APCA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the “Marks”), together with the goodwill of the business connected with the use of, and symbolized by, the Marks: (a) the trademarks set forth on Schedule 1 hereto; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Ongoing Rights and Territories. As of the Effective Date, Assignee shall have exclusive rights to use and/or register any trademarks or domain names comprised of or containing the terms XIO, X-IO, or XIOtech, worldwide. As of the Effective Date, Assignor will cease all use of and shall have no further rights to use and/or register, any trademarks or domain names comprised of or containing the terms XIO, X-IO, or XIOtech or confusingly similar terms anywhere in the world. Assignor further agrees that it will not (a) challenge, oppose or otherwise contest (nor assist others in challenging, opposing or otherwise contesting) Assignee's right, title, or interest in or to the validity of any trademarks or domain names comprised of or containing the terms XIO, X-IO, or XIOtech or confusingly similar terms anywhere worldwide, or (b) use and/or register any trademarks or domain names comprised of or containing the terms XIO, X-IO, or XIOtech or confusingly similar terms worldwide.
3. Recordation. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee.
4. Further Assurances. Assignor shall provide to Assignee reasonable cooperation and assistance at Assignee's request, without charge but at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other

documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration covering the Marks or recordation of the assignment of the Marks made hereunder with the U.S. Patent and Trademark Office or corresponding entities or agencies in any applicable jurisdictions, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks, (c) in obtaining any additional worldwide trademark protection for the Marks that Assignee reasonably may deem appropriate, and (d) for the implementation or perfection of the provisions of this Agreement. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and on Assignor's behalf to execute and file any documents and to do all other lawfully permitted acts to secure and perfect Assignee's rights in the Marks with the same legal force and effect as if executed by Assignor if at any time Assignee is unable, after reasonable effort, to secure Assignor's signature on any such documents, for any reason whatsoever.

5. Terms of the APCA. The terms of the APCA, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APCA 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 APCA and the terms hereof, the terms of the APCA shall govern.

6. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

7. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

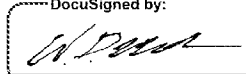
8. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

[Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the undersigned effective as of the date first set forth above.

ASSIGNOR:

XIOtech CORPORATION,
a Minnesota corporation

DocuSigned by:
By: 
647F0E3370504DB
William D. Miller
Chief Executive Officer

ASSIGNEE:

VIOLIN SYSTEMS LLC,
a Delaware limited liability company

By: _____
Mark S. Lewis
Chief Executive Officer

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the undersigned effective as of the date first set forth above.

ASSIGNOR:

XIOtech CORPORATION,
a Minnesota corporation

By: _____
William D. Miller
Chief Executive Officer

ASSIGNEE:

VIOLIN SYSTEMS LLC,
a Delaware limited liability company

DocuSigned by:
Mark S. Lewis
By: _____
8433F1BADED94CC
Mark S. Lewis
Chief Executive Officer

**SCHEDULE 1 TO
TRADEMARK ASSIGNMENT AGREEMENT**

Word Marks:

OptimISE (USPTO Registration Number 5455121; Registration Date April 24, 2018)

XIOTECH

X-IO

X-IO Technologies

X-IO Storage

Design Marks:

