

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/07/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AetherPal Inc.		05/10/2019	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: 3			
Property Type	Number	Word Mark	
Registration Number:	4007930	AETHERPAL	
Registration Number:	4664072	SMART CARE	
Registration Number:	5316099	GUIDEME	
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 Drives		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	2217-3 Aetherpal Assign		
NAME OF SUBMITTER:	Brett A. August		
SIGNATURE:	/Brett A. August/		
DATE SIGNED:	05/29/2019		
Total Attachments: 3			

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**TRADEMARK ASSIGNMENT AGREEMENT
(NUNC PRO TUNC)**

This Trademark assignment agreement is effective as of February 7, 2019 (the “**Effective Date**”) and is between AetherPal 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 February 7, 2019 (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.

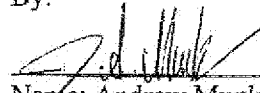
In case of any conflict between the terms and conditions of this agreement and the terms and conditions of the IP Distribution Agreement, the terms and conditions of the IP Distribution Agreement shall govern. This agreement may be executed in two or more counterparts and by the different parties hereto 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.

AETHERPAL INC.

By:



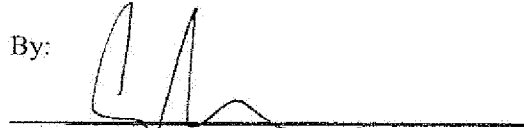
Name: Andrew Munk

Title: Director

Date: May 13, 2019

VMWARE, INC.

By:



Name: Craig Norris

Title: Vice President, Deputy General Counsel,
and Assistant Secretary

Date: May 10, 2019

**Schedule A
Trademarks**

Mark	Country	Status	Registration #	Registration date	Record Owner
AETHERPAL	U.S.	REGISTERED	4,007,930	8/9/11	Aetherpal Inc.
SMART CARE	U.S.	REGISTERED	4,664,072	12/30/2014	Aetherpal Inc.
GUIDEME	U.S.	REGISTERED	5,316,099	10/24/2017	Aetherpal Inc.