

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gitstar, Inc.		08/14/2019	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: 1			
Property Type	Number	Word Mark	
Registration Number:	5413458	INTRINSIC	
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:	2217-1 Gitstar Assgn		
NAME OF SUBMITTER:	Brett A. August		
SIGNATURE:	/Brett A. August/		
DATE SIGNED:	08/19/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is dated August 14, 2019 (the “**Effective Date**”) and is between GitStar, 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**.”

Pursuant to the Asset Purchase Agreement, dated August 8, 2019 (the “**Asset Purchase Agreement**”), Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in the Trademarks (as defined in the Asset Purchase Agreement) owned by Assignor, including, without limitation, the trademarks and trademark applications set forth below in **Exhibit A** (the “**Assignor Trademarks**”), together with the goodwill of the business connected with and symbolized by the Assignor Trademarks.

Assignee desires to acquire all of Assignor’s rights in the Assignor Trademarks, together with the goodwill of the business connected with and symbolized by the Assignor Trademarks.

In exchange for the consideration paid under the Asset Purchase Agreement, the receipt of which is hereby acknowledged, Assignor 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 all rights for recovery, damages and profits for past, present and future infringements, if any. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, 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 Asset Purchase Agreement, the terms and conditions of the Asset Purchase 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 delivery 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 Agreement to be executed as of the Effective Date by duly authorized persons.

GITSTAR, INC.

By: Christian Almenar

Name: Christian Almenar

Title: CEO

VMWARE, INC.

By: _____

Name:

Title:

(Signature page to Trademark Assignment Agreement)


**TRADEMARK
REEL: 006723 FRAME: 0703**

The Parties have caused this Agreement to be executed as of the Effective Date by duly authorized persons.

GITSTAR, INC.

By: _____
Name:
Title:

VMWARE, INC.

By:  _____
Name: Craig Norris
Title: VP, Deputy General Counsel

(Signature page to Trademark Assignment Agreement)

Exhibit A
Trademarks

REGISTERED TRADEMARKS:

Mark	Status	Serial No./ Filing Date	Reg. No./ Reg. Date	Country	Owner
INTRINSIC	Accepted	N/A	5413458 Feb. 27, 2018	USA	GitStar, Inc.
INTRINSIC	Accepted	N/A	1786327 Mar. 22, 2019	Canada	GitStar, Inc.
INTRINSIC	Accepted	N/A	1297108 May 5, 2016	European Union	GitStar, Inc.
INTRINSIC	Filed	86844702 Dec. 19, 2017	N/A	USA	GitStar, Inc.
INTRINSIC	Accepted	N/A	1297108 Mar. 16, 2016	Japan	GitStar, Inc.
INTRINSIC	Accepted	N/A	86983505 Dec. 10, 2015	USA	GitStar, Inc.