

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540699

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/24/2019
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MapR Technologies, Inc.		08/02/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MapR (ABC), LLC
Street Address:	231 Market Place, Suite 373
City:	San Ramon
State/Country:	CALIFORNIA
Postal Code:	94583
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4143057	MAPR
Registration Number:	5302140	OJAI

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6502587589
Email: malia.abril@hpe.com
Correspondent Name: Malia Abril
Address Line 1: 6280 America Center Drive
Address Line 2: MS SJQ L6-021
Address Line 4: San Jose, CALIFORNIA 95002

NAME OF SUBMITTER:	Malia Abril
SIGNATURE:	/Malia Abril/
DATE SIGNED:	09/13/2019

Total Attachments: 7

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EXHIBIT 5.2 (iii)

TO ASSET PURCHASE AGREEMENT

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of August 3, 2019, by and among MapR (ABC), LLC, a California limited liability company (“Seller”), as Assignee for the Benefit of Creditors of MapR Technologies, Inc., a Delaware corporation, Hewlett Packard Enterprise Development LP, a Texas limited partnership (“HPE Development”) and MapR Technologies, Inc., a Delaware Corporation (“Assignor”). Seller and Hewlett Packard Enterprise Company, a Delaware Corporation and affiliate of HPE Development (“Buyer”) are parties to a certain Asset Purchase Agreement dated as of the date hereof, (the “Asset Purchase Agreement”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the General Assignment, on June 24, 2019, Assignor transferred to Seller, and Seller acquired from Assignor, all of Assignor’s rights, title and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the “Marks”), together with any and all goodwill symbolized by or associated with the Marks;

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Seller has agreed to sell to HPE Development, and HPE Development has agreed to acquire from Seller, all of Seller’s rights, title and interest in and to the Marks, together with any and all goodwill symbolized by or associated with the Marks; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller’s right, title and interest in and to the Marks to HPE Development;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and HPE Development agree as follows:

1. Assignor hereby acknowledges and affirms that, pursuant to the terms of the General Assignment, it assigned, transferred and conveyed to Seller all of its rights, title and interest in and to the Marks together with any and all goodwill symbolized by or associated with the Marks, all rights to all income, royalties, damages and payments due and/or payable with respect to any of the Marks or any other rights, title or interests assigned thereunder and all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost profits) or to seek other relief, for infringements or misappropriations of any of the Marks or any other rights, title or interests assigned thereunder, as well as the right to take over and continue any and all existing suits related to any of the foregoing.

2. Seller hereby assigns, transfers and conveys to HPE Development all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Seller’s business symbolized by or associated with the Marks.

3. Seller further assigns, transfers and conveys to HPE Development all rights to all income, royalties, damages and payments now or hereafter due and/or payable with respect to any of the Marks or any other rights title or interests assigned hereunder and all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost profits) or seek other relief, for infringements or misappropriations of any of the Marks or any other rights, title or interests assigned hereunder, as well as the right to take over and continue any and all existing suits related to any of the foregoing.

4. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

5. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

7. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

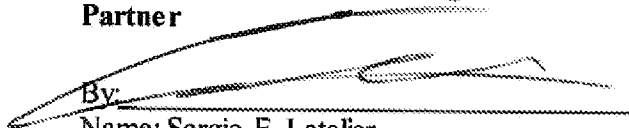
8. On, and from time to time after, the date hereof, and/or Assignor shall take such actions and shall execute and deliver, or cause to be executed and delivered, such other instruments so as to enable HPE Development to prosecute, maintain, enforce and defend any of the rights, title or interests assigned hereunder or otherwise to fulfill and implement the terms of this Assignment, to vest in HPE Development the Marks or any of the other rights, title or interests assigned to HPE Development herein, or otherwise to enable HPE Development to realize the benefits intended to be afforded hereby.

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HPE DEVELOPMENT:

**Hewlett Packard Enterprise Development LP, a
Texas limited partnership**

**By: Enterprise DC Holdings LLC, its General
Partner**

By: 
Name: Sergio E. Letelier
Title: Manager

On this _____ day of _____, 2019, before me personally, _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he or she executed
the same in his or her authorized capacity, and that by his or her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed this instrument.

Notary Public

see attached acknowledgement

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)

On August 2, 2019 before me, Karen Ann Williams, Notary Public, personally appeared Sergio E. Letelier, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



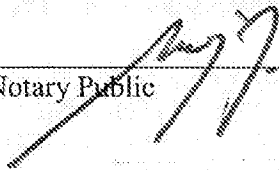
Karen Ann Williams (Signature) (Signature)
SIGNATURE OF NOTARY

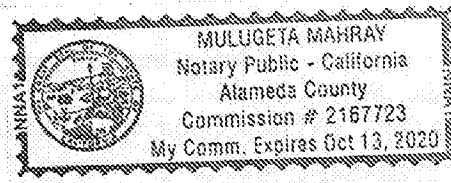
SELLER:

MAPR, (ABC) LLC, a California limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of MapR Technologies, Inc.

By: 
Name: David Miller
Title: Manager


On this 2nd day of August 2019, before me personally, Mulugeta Mahray personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.


Notary Public

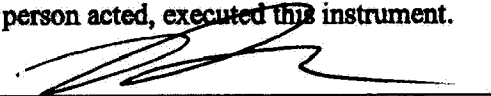


ASSIGNOR:

MapR Technologies, Inc., a Delaware corporation

By: 
Name: David H. Greenberg
Title: Vice President, Legal

On this 2 day of Aug, 2019, before me personally, David H. Greenberg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.



Notary Public



Schedule A
To Trademark Assignment

Marks

Jurisdiction	Mark	Application No.	Registration No.
China	MAPR	9395436	9395436
European Union	MAPR	9912627	9912627
United States	CONVERGE-X	87590762	
United States	MAPR	77852751	4143057
United States	MAPR ORBIT	87577520	
United States	OJAI	86838119	5302140