

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pivotal Corporation		08/20/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	TuringSense, Inc.		
Street Address:	4675 Stevens Creek Blvd #101		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95051		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4884488	PIVOTAL LIVING	
Registration Number:	4974485	PIVOTAL LIVING BAND	
CORRESPONDENCE DATA			
Fax Number:			
<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:	415-984-8700		
Email:	lagueda@omm.com		
Correspondent Name:	Scott W. Pink		
Address Line 1:	2765 SAND HILL ROAD		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
NAME OF SUBMITTER:	Lisa Agueda		
SIGNATURE:	/Lisa Agueda/		
DATE SIGNED:	10/16/2019		
Total Attachments: 3			
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Exhibit A

SHORT FORM TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Trademark Assignment**") is executed by Pivotal Corporation, a Washington Corporation ("**Seller**") under the terms of the Trademark Purchase Agreement dated August 20, 2018, in which Seller has conveyed, transferred, and assigned to TuringSense, Inc., a Delaware corporation ("**Buyer**") certain trademarks of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest worldwide in and to the following:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller 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, 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. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. **Terms of the Trademark Purchase Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Trademark Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Trademark Purchase Agreement 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 Trademark Purchase Agreement and the terms hereof, the terms of the Trademark Purchase Agreement shall govern.

4. **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 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.

5. **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.

6. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

PIVOTAL CORPORATION

By: *David Donovanick*
Name: David Donovanick
Title: CEO/Founder - Pivotal Corp

TURING SENSE, INC.

By: *J. I. Chamdani*
Name: Joseph I. Chamdani
Title: CEO

SCHEDULE 1

ASSIGNED TRADEMARKS

1. PIVOTAL LIVING, US Registration No. 4884488
2. PIVOTAL LIVING BRAND, US Registration No. 4974485