

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547238

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	07/11/2019		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avi Networks, Inc.		10/17/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VMware, Inc.		
<b>Street Address:</b>	3401 Hillview Avenue		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94304		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5614612	BADAAS	
<b>Registration Number:</b>	5511678	AVI NETWORKS	
<b>Registration Number:</b>	4831936	AVI NETWORKS	
<b>Serial Number:</b>	88461033	UNIVERSAL SERVICE MESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	312-554-8000		
<b>Email:</b>	kjl@pattishall.com		
<b>Correspondent Name:</b>	Brett A. August c/o Pattishall McAuliffe		
<b>Address Line 1:</b>	200 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 2900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-5896		
<b>ATTORNEY DOCKET NUMBER:</b>	2217-1 Avi Networks		
<b>NAME OF SUBMITTER:</b>	Brett A. August		
<b>SIGNATURE:</b>	/Brett A. August/		
<b>DATE SIGNED:</b>	10/30/2019		

CH \$115.00 5614612

**Total Attachments: 3**

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

This Trademark assignment agreement is effective as of July 11, 2019 (the "Effective Date") and is between Avi Networks, 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 July 11, 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.

AVI NETWORKS, INC.

By: *J. A. Munk*

Name: Andrew Munk

Title: Director

Date: 10/17/2019

VMWARE, INC.

By: *Craig Norris*

Name: Craig Norris

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

Date: 10/17/2019

Schedule A

U.S. Registered and Pending Trademarks

Trademark	Registration No.	Filing Date	Registration Date	Status
BADgas (Class 42 only)	5,614,612	September 27, 2017	November 27, 2018	Registered
AVI Networks (Classes 9 and 41)	5,511,678	September 19, 2017	July 10, 2018	Registered
AVI NETWORKS (Class 9 only)	4,831,936	April 6, 2015	October 13, 2015	Registered
Universal Service Mesh	88461033	June 5, 2019	--	Pending