

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tintri, Inc.		08/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TI Acquisition Corp.		
Street Address:	9315 Deering Avenue		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4765112	TINTRI GLOBAL CENTER	
Registration Number:	4580391	TINTRI VMSTORE	
Registration Number:	4388495	TINTRI	
CORRESPONDENCE DATA			
Fax Number:	8052301355		
<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:	8052301350		
Email:	nabeloe@socalip.com		
Correspondent Name:	SoCal IP Law Group LLP		
Address Line 1:	310 N. Westlake Blvd., Suite 120		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
ATTORNEY DOCKET NUMBER:	T272.G19F36		
NAME OF SUBMITTER:	Nicole M. Abeloe		
SIGNATURE:	/Nicole M. Abeloe/		
DATE SIGNED:	12/18/2019		
Total Attachments: 4			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”), dated as of August 31, 2018, is executed and delivered pursuant to that certain First Amended and Restated Asset Purchase Agreement, dated as of August 29, 2018 (the “**Agreement**”), by and among (i) DataDirect Networks, Inc., a Delaware corporation (“**Parent**”) solely for purposes of Section 13.14 of the Agreement, (ii) TI Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Parent (“**Assignee**”), and (iii) Tintri, Inc., a Delaware corporation, as Debtor and Debtor-in-Possession (“**Assignor**”) under Case No. 18-11625-KJC in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”). Capitalized terms not otherwise defined in this Assignment have the meanings ascribed to them in the Agreement.

WHEREAS, it is a condition of the Agreement that Assignor and Assignee deliver and execute this Assignment.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Pursuant to the terms of the Agreement, Assignor hereby transfers and assigns, and Assignee hereby irrevocably accepts the transfer and assignment of, the Assumed Liabilities, and Assignee hereby expressly accepts and assumes all rights, title, interest, obligations and liabilities of Assignor under the Assumed Liabilities, and undertakes and agrees to pay, perform and otherwise discharge in accordance with the terms thereof, the Assumed Liabilities.
2. The assignment and assumption of the duties and obligations of Assignor under the Assumed Liabilities by Assignee pursuant to this Assignment shall be effective as of the date hereof.
3. Assignor and Assignee, at the request of the other, will execute and deliver such other instruments of conveyance and transfer or other instruments or documents, and take or arrange for such other actions, as may reasonably be required to effect any of the transactions contemplated by this Assignment or to provide any party hereto with the benefits intended to be conferred and conveyed by this Assignment.
4. To the extent any terms and provisions of this Assignment are in any way inconsistent with or in conflict with any term, condition or provision of the Agreement, the Agreement shall govern and control.
5. All notices and other communications hereunder shall be given as set forth in the Agreement.
6. This Assignment may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement. Facsimile and/or PDF signatures shall be deemed original signatures.

7. No alteration, modification or change of this Assignment shall be valid except by an agreement in writing executed by the parties hereto.
8. All agreements made and entered into in connection with this Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
9. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially (a) alter the terms of this Assignment, (b) diminish the benefits of this Assignment or (c) increase the burdens of this Assignment, for any person.
10. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (without application of principles of conflicts of law). In connection with any controversy arising out of or related to this Assignment, Assignor and Assignee hereby irrevocably consent to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Case has been closed, the courts of the State of Delaware. Assignor and Assignee each irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Assignment brought in the aforementioned courts.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment and Assumption Agreement as of the date first written above.

ASSIGNOR:

TINTRI, INC., Debtor and Debtor in Possession

By: [Handwritten Signature]
Name: KIERAN HARTY
Title: CEO

ASSIGNEE:

TI ACQUISITION CORP.

By: _____
Name: _____
Title: _____

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment and Assumption Agreement as of the date first written above.


ASSIGNOR:

TINTRI, INC., Debtor and Debtor in Possession

By: _____
Name: _____
Title: _____

ASSIGNEE:

TI ACQUISITION CORP.

By:  _____
Name: Alex Bouzari
Title: CEO