

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM561421

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900532064		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SMART-EDGE.COM, INC.		10/14/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INTEL CORPORATION		
<b>Street Address:</b>	2200 Mission College Boulevard		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95052		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87814673	SMART EDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6503520699		
<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>	6503520514		
<b>Email:</b>	rsinteldocket@reedsmith.com		
<b>Correspondent Name:</b>	JASON E. GARCIA		
<b>Address Line 1:</b>	P.O. Box 488		
<b>Address Line 2:</b>	Reed Smith LLP		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15230		
<b>NAME OF SUBMITTER:</b>	Jason E. Garcia		
<b>SIGNATURE:</b>	/Jason E Garcia/		
<b>DATE SIGNED:</b>	02/10/2020		
<b>Total Attachments: 5</b>			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “**Agreement**”) is made and effective as of October 18, 2019, by and between SMART-EDGE.COM, INC., a Delaware corporation (“**Seller**”), to INTEL CORPORATION, a Delaware Corporation (“**Purchaser**”).

WHEREAS, Seller has adopted, owns, uses or intends to use the respective registered trademarks set forth in Attachment 1 of this Agreement, and has adopted, is using, or intends to use the respective unregistered trademarks set forth in Attachment 1 of this Agreement (collectively, the “**Marks**”);

WHEREAS, Seller is the owner of the respective applications for trademark registration set forth in Attachment 1 of this Agreement (the “**Applications**”); and

WHEREAS, Purchaser desires to acquire, and Seller desires to sell, all of Seller’s right, title and interest in and to the Marks and the Applications, as contemplated in that certain Asset Purchase Agreement, dated October 14, 2019, by and among Seller, Purchaser and the other parties thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Seller hereby sells, transfers, conveys, assigns, and delivers to Purchaser and its successors and assigns all right, title and interest in and to the Marks and Applications, including all common law rights in same, in the United States of America and all other countries and jurisdictions of the world, together with all goodwill associated with the Marks and Applications and/or of the business symbolized by or related to the Marks and Applications, and all proprietary and intellectual property rights subsisting in the Marks and Applications, the same to be held and enjoyed by Purchaser for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Marks and Applications are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made.

2. Seller hereby assigns to Purchaser all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks and Applications, including in and under all causes of action (in law or in equity), claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Purchaser’s own name.

3. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware.

4. Seller agrees to execute and deliver such other documents and to take all such other actions which the Purchaser, its successors and assigns may commercially reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be commercially reasonably required to effect the terms of this Agreement.

5. Seller shall, at the cost and expense of Purchaser, reasonably cooperate in any actions necessary for Purchaser to prosecute, renew or register its rights, title and interests in and to the Marks and Applications, including United States and foreign registrations, and reasonably cooperate in any

actions brought to enforce the rights accompanying this Agreement against third parties.

6. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. The words “include”, “including” and variations thereof will be deemed to be followed by the words “without limitation”. The use of “or” will not be deemed to be exclusive. This Agreement may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

*[Remainder of this page intentionally left blank]*

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

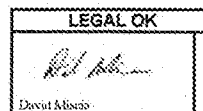
**PURCHASER:**

**INTEL CORPORATION**

By: \_\_\_\_\_

Print Name: Mark Legaspi

Title: Authorized Signatory



*[Signature Page to Trademark Assignment Agreement]*

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

**SELLER:**

**SMART-EDGE.COM, INC.**

By:

A handwritten signature in dark ink, appearing to read "Matthew R. Girardot", is written over a horizontal line.

Print Name: Matthew R. Girardot

Title: Executive Vice President

*[Signature Page to Trademark Assignment Agreement]*

ATTACHMENT 1

Trademark	Status	Country	Trademark Registration No.	Registration Date	Trademark Application Serial No.	Application Date
SMART EDGE	Allowed	US			87814673	2/28/2018
SMART EDGE	Registered	AU	1949958	11/20/2018	1948858	8/22/2018
SMART EDGE	Pending	CA			1916050	8/21/2018
SMART EDGE	Appeal Pending	EU			017947123	8/24/2018
SMART EDGE	Pending	IN			3927030	8/27/2018
SMART EDGE	Registered	JP	6116711	1/25/219	2018-106097	8/22/2018
SMART EDGE	Registered	KR	40-145826	6/4/2019	40-2018-0118985	8/27/2018
SMART EDGE	Pending	MX			2092550	8/24/2018
SMART EDGE	Registered	UK	UK00003333316	1/11/2019	UK00003333316	8/22/2018
SMART EDGE	Pending	CN			33089894	8/24/2018