

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570247

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|---|--|----------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IBM International Group, B.V. | | 04/02/2020 | Corporation: NETHERLANDS |
| RECEIVING PARTY DATA | | | |
| Name: | International Business Machines Corporation | | |
| Street Address: | 1 North Castle Drive | | |
| Internal Address: | Intellectual Property- Trademarks | | |
| City: | Armonk | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10504 | | |
| Entity Type: | Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76184809 | NETEZZA | |
| Serial Number: | 78107140 | NETEZZA PERFORMANCE SERVER | |
| Serial Number: | 77937112 | DATA FACTORY | |
| Serial Number: | 78470409 | BEHAVIORAL FINGERPRINTING | |
| Serial Number: | 77816097 | PINTAIL | |
| Serial Number: | 78720767 | MANTRA | |
| Serial Number: | 77737019 | N | |
| Serial Number: | 77736477 | TWINFIN | |
| Serial Number: | 77736480 | CRUISER | |
| Serial Number: | 77736482 | SKIMMER | |
| 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: | 9147657246 | | |
| Email: | ibmtm@us.ibm.com | | |
| Correspondent Name: | Valerie Calloway | | |
| Address Line 1: | 1 North Castle Drive | | |
| Address Line 2: | Intellectual Property- Trademarks | | |

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|---|------------------------|
| Address Line 4: | Armonk, NEW YORK 10504 |
| NAME OF SUBMITTER: | Chanel Briggins |
| SIGNATURE: | /Chanel Briggins/ |
| DATE SIGNED: | 04/02/2020 |
| Total Attachments: 3 source=US Netezza Assignment#page1.tif source=US Netezza Assignment#page2.tif source=US Netezza Assignment#page3.tif | |

UNITED STATES ASSIGNMENT

ASSIGNMENT

ASSIGNMENT made this 2ND day of April, 2020, between IBM International Group B.V., a private company with limited liability, organized under the laws of the Netherlands, having its corporate seat at Amsterdam, the Netherlands, and having its offices at Johan Huizingalaan 765, 1066 VH Amsterdam, the Netherlands ("Assignor"); and International Business Machines Corporation, a corporation organized and existing under the laws of New York with a place of business at New Orchard Road, Armonk, New York 10504 ("Assignee");

WHEREAS, this Assignment is applicable to the trademarks listed on the attached Schedule 1;

WHEREAS, Assignor represents and warrants it has adopted and is the sole owner of the entire right, title and interest, including the goodwill associated therewith, in and to the trademarks, applications and registrations listed on the attached Schedule 1, including any common law trademark rights therefor (the "Marks"); and

WHEREAS, Assignee desires to acquire all right title and interest in and to the Marks.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS.


1. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers and conveys to Assignee all right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and all its territories, including any renewals or extensions thereof that are or may be secured under the laws of the United States now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
2. Assignor and Assignee shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Assignment and the consummation of the transactions contemplated hereby.
3. This Assignment is effective as of January 24, 2018.
4. This Assignment is further deemed to be executed and delivered within the State of New York, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of New York without regard to its conflicts of law principles.

TRADEMARK

REEL: 006907 FRAME: 0251

ASSIGNOR: IBM INTERNATIONAL GROUP B.V.

By:



Brendan Turnbull
Managing Director

02/04/2020

SCHEDULE 1
LIST OF US MARKS

IBM INTERNATIONAL GROUP B.V.

| Country | Mark Name | Application Number | Registration Number | International Classes |
|--------------------------|----------------------------------|--------------------|---------------------|-----------------------|
| United States of America | NETEZZA | 76184809 | 2598417 | 9 |
| United States of America | NETEZZA PERFORMANCE SERVER | 78107140 | 2846432 | 9 |
| United States of America | DATA FACTORY | 77937112 | | 9 |
| United States of America | BEHAVIORAL FINGERPRINTING | 78470409 | 3031791 | 9 |
| United States of America | PINTAIL | 77816097 | | 9 |
| United States of America | MANTRA | 78720767 | 3396023 | 9 |
| United States of America | N Logo | 77737019 | 3848625 | 9 |
| United States of America | TWINFIN | 77736477 | 3848623 | 9 |
| United States of America | CRUISER | 77736480 | | 9 |
| United States of America | SKIMMER | 77736482 | 3851041 | 9 |