

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parabricks, LLC		12/13/2019	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	NVIDIA Corporation		
Street Address:	2788 San Tomas Expressway		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95051		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5738090	PARABRICKS	
Registration Number:	5738091	PARABRICKS	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	6509888500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Sally M. Abel, Esq.		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	25999-70140-3847		
NAME OF SUBMITTER:	Sally M. Abel		
SIGNATURE:	/sabel/		
DATE SIGNED:	05/21/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of December 13, 2019 by and between NVIDIA Corporation, a Delaware corporation (“**Assignee**”) and Parabricks, LLC, a Michigan limited liability company (“**Assignor**”). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 13, 2019 (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to acquire substantially all of the assets of Assignor, including all of the Assignor’s right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, including, without limitation, those trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the “**Assigned Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, and that portion of the business which is ongoing and existing to which the trademarks pertain, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

c. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

3. Miscellaneous. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

PARABRICKS, LLC

By: Mehrzad Samadi
Name: Mehrzad Samadi
Title: CEO

ASSIGNEE:

NVIDIA CORPORATION

By: Mark Altman
Name: Mark Altman
Title: Senior Director, Legal

SCHEDULE I**ASSIGNED TRADEMARKS**

Mark	Country	Class(es)	Registration Number	Registration Date	Owner
PARABRICKS	United States	42	5738090	April 30, 2019	Parabricks, LLC
PARABRICKS and Design	United States	42	5738091	April 30, 2019	Parabricks, LLC