

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/27/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Octarine Labs, Inc.		09/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VMware, Inc.		
Street Address:	3401 Hillview Avenue		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5814752	OCTARINE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312-554-8000		
Email:	kjl@pattishall.com		
Correspondent Name:	Brett A. August c/o Pattishall McAuliffe		
Address Line 1:	200 S. Wacker Drive		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	2217-1 Octarine marks		
NAME OF SUBMITTER:	Brett A. August		
SIGNATURE:	/Brett A. August/		
DATE SIGNED:	11/06/2020		
Total Attachments: 3			
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**TRADEMARK ASSIGNMENT AGREEMENT
(NUNC PRO TUNC)**

This Trademark assignment agreement is effective as of May 27, 2020 (the “**Effective Date**”) and is between Octarine Labs, 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 May 27, 2020 (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.

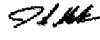
In exchange for good and valuable consideration, the receipt of which is hereby acknowledged, as of the Effective Date, Assignor did and does hereby sell and assign unto Assignee all of Assignor’s right, title and interest in the Assignor Trademarks, together with the goodwill of the business connected 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.

OCTARINE LABS, INC.

By: 

Name: Andrew Munk
Title: Vice President, Finance
Date: Sep 17, 2020

VMWARE, INC.

By: 

Name: Craig Norris
Title: Vice President, Deputy General Counsel,
and Assistant Secretary
Date: Sep 17, 2020

**Schedule A
(Trademarks)**

Mark	Record owner	Jurisdiction	Issue/Registration Numbers	Issuance Registration Date	Status
OCTARINE	Octarine Labs	US	5814752	Registered: July 23, 2019	Registered
OCTARINE	Octarine Labs	WIPO	1442612	Registered: June 12, 2018	Registered
OCTARINE	Octarine Labs	Israel	312415	Registered: November 5, 2019	Registered