

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/15/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Datrium, Inc.		10/22/2020	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: 4			
Property Type	Number	Word Mark	
Serial Number:	88348444	AUTOMATRIX	
Serial Number:	88396475	CONTROLSHIFT	
Serial Number:	88365481		
Registration Number:	4969077	DATRIUM	
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 Datrium marks		
NAME OF SUBMITTER:	Brett A. August		
SIGNATURE:	/Brett A. August/		
DATE SIGNED:	11/06/2020		

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Total Attachments: 3

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**TRADEMARK ASSIGNMENT AGREEMENT
(NUNC PRO TUNC)**

This Trademark assignment agreement is effective as of July 15, 2020 (the “**Effective Date**”) and is between Datrium, 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 July 15, 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]

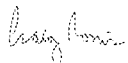
The Parties have caused this Trademark Assignment Agreement to be effective as of the Effective Date and executed by duly authorized persons as of the last date below.

DATRIUM, INC.

By: 

Name: Andrew Munk
Title: Vice President, Finance
Date: Oct 22, 2020

VMWARE, INC.

By: 

Name: Craig Norris
Title: Vice President, Deputy General Counsel,
and Assistant Secretary
Date: Oct 21, 2020

**Schedule A
(Trademarks)**

Record Owner	Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
Datrium, Inc.	AUTOMATRIX	US	Allowed	88/348444	20-Mar-2019		
Datrium, Inc.	CONTROL SHIFT	US	Allowed	88/396475	22-Apr-2019		
Datrium, Inc.	DATRIUM	US	Registered	85/911777	23-Apr-2013	4969077	31-May-2016
Datrium, Inc.	DATRIUM	Australia	Registered	1585836	15-Oct-2013	1585836	15-Oct-2013
Datrium, Inc.	DATRIUM	Brazil	Registered	840686587	23-Oct-2013	840686587	12-Jul-2016
Datrium, Inc.	DATRIUM	China (People's Republic)	Registered	13410112	23-Oct-2013	13410112	14-Jan-2015
Datrium, Inc.	DATRIUM	European Union (Community)	Registered	12224721	15-Oct-2013	12224721	11-Mar-2014
Datrium, Inc.	DATRIUM	Japan	Registered	2013-80169	15-Oct-2013	5666111	25-Apr-2014
Datrium, Inc.	DATRIUM	Malaysia	Registered	2013014371	16-Oct-2013	2013014371	23-Apr-2013
Datrium, Inc.	DATRIUM	South Africa	Registered	2013/28594	15-Oct-2013	2013/28594	08-Jun-2017
Datrium, Inc.	DATRIUM	Korea, Republic of	Registered	45-2014-0005752	16-Oct-2013	45-0053178	06-Jan-2015
Datrium, Inc.	DATRIUM	China (People's Republic)	Registered	14551002	22-May-2014	14551002	28-Jun-2015
Datrium, Inc.	DATRIUM	Brazil	Registered	911205586	20-Jun-2016	911205586	15-May-2018
Datrium, Inc.	DATRIUM	Canada	Filed	1948396	26-Feb-2019		
Datrium, Inc.	Hexagon Logo	US	Filed	88/365481	01-Apr-2019		