

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Datera, LLC		05/05/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	VMware, Inc.		
Street Address:	3401 Hillview Avenue		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94034		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86874425	DATERA	
Serial Number:	86496218	DATERA	
Serial Number:	86227701	DATERA	
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 August c/o Pattishall McAuliffe et		
Address Line 1:	200 S. Wacker Drive		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	02217-1 Datera 2		
NAME OF SUBMITTER:	Brett A. August		
SIGNATURE:	/Brett A. August/		
DATE SIGNED:	07/20/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Agreement**") is dated May 5, 2021 (the "**Effective Date**") and is between Datera (assignment for the benefit of creditors), LLC, a California limited liability company ("**Seller**"), in its sole and limited capacity as assignee for the benefit of creditors of Datera, Inc., a Delaware corporation ("**Assignor**"), and VMware, Inc., a Delaware corporation ("**Assignee**"). Each of Seller and Assignee are referred to herein as a "**Party**" or, collectively, as the "**Parties**."

Under the Asset Purchase Agreement, dated May 5, 2021 (the "**Asset Purchase Agreement**"), Assignor has transferred ownership of all of its right, title and interest in and to all of its tangible and intangible assets to Seller, and, in so doing, has also designated Seller to act, pursuant to California law, as the assignee for the benefit of creditors of Assignor; Seller has agreed to assign to Assignee all of Seller's right, title and interest in the trademarks owned by Seller, including, without limitation, the trademarks and trademark applications set forth below in **Exhibit A** (collectively, the "**Assignor Trademarks**"), together with the goodwill of the business connected with and symbolized by the Assignor Trademarks.

Assignee desires to acquire all of Seller's rights in the Assignor Trademarks, together with the goodwill of the business connected with and symbolized by the Assignor Trademarks.

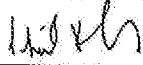
In exchange for the consideration paid under the Asset Purchase Agreement, the receipt of which is hereby acknowledged, Seller does hereby sell and assign unto Assignee all of Seller's right, title and interest in the Assignor Trademarks, together with the goodwill of the business connected with and symbolized by the Assignor Trademarks, and all rights for recovery, damages and profits for past, present and future infringements, if any. Seller hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, 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 Asset Purchase Agreement, the terms and conditions of the Asset Purchase 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 delivery 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 Agreement to be executed as of the Effective Date by duly authorized persons.

Datera (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Datera, Inc.

By: 
Michael Maily
Manager

VMWARE, INC.

By: _____
Name:
Title:


[Signature page to Trademark Assignment Agreement]

The Parties have caused this Agreement to be executed as of the Effective Date by duly authorized persons.

Datera (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Datera, Inc.

By: _____
Name:
Title:

VMWARE, INC.

By:  _____
Name: Alex Wang
Title: Vice President, Corp Dev

[Signature page to Trademark Assignment Agreement]

Exhibit A
Trademarks

REGISTERED TRADEMARKS:

Mark	Jurisdiction	Registration No.	Registration Date
DATERA	US	86496218	01/06/15
DATERA	US	5200992	05/09/17
LIO	US	86144831	12/16/13
DATERA	US	4869098	12/15/15

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