

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM680846

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kingston Technology Corporation		06/01/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hewlett-Packard Development Company, L.P.		
<b>Street Address:</b>	10300 Energy Drive		
<b>City:</b>	Spring		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77389		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90714172	DUO CAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	hptrademarks@hp.com		
<b>Correspondent Name:</b>	Randall J. Collins		
<b>Address Line 1:</b>	1501 Page Mill Road		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>NAME OF SUBMITTER:</b>	Randall J. Collins		
<b>SIGNATURE:</b>	/Randall J. Collins/		
<b>DATE SIGNED:</b>	10/13/2021		
<b>Total Attachments: 6</b>			
source=19. Project Addison - Trademark Assignment Agreement#page1.tif			
source=19. Project Addison - Trademark Assignment Agreement#page2.tif			
source=19. Project Addison - Trademark Assignment Agreement#page3.tif			
source=19. Project Addison - Trademark Assignment Agreement#page4.tif			
source=19. Project Addison - Trademark Assignment Agreement#page5.tif			
source=19. Project Addison - Trademark Assignment Agreement#page34.tif			

CH \$40.00 90714172

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made as of June 1, 2021 (the “Effective Date”), by and between Kingston Technology Corporation, a California corporation (“Assignor”), and Hewlett-Packard Development Company, L.P., a Texas limited partnership (“Assignee”). All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of February 22, 2021, by and between Assignor and HP Inc., a Delaware corporation (“Purchaser”) (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, the Trademarks set forth on Schedule A (the “Assigned Trademarks”); and

**WHEREAS**, Assignee wishes to acquire from Assignor and its Affiliates, and Assignor and its Affiliates wishes to assign to Assignee, all right, title and interest in and to the Assigned Trademarks.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the payments by Purchaser as set out in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the Purchase Agreement, the parties hereto agree as follows:

1. Assignment. Assignor and its Affiliates hereby assign to Assignee all rights, title and interests in and to the Assigned Trademarks, together with the goodwill and common law rights associated therewith, all other corresponding rights secured under the laws of the United States and any foreign country and all claims and rights to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of past, present or future infringement, unauthorized use or other violation of the Assigned Trademarks, including the right to sue for injunctive relief and collect all proceeds and damages therefrom (whether before or after the date hereof), and the right (where applicable) to file applications under the Paris Convention corresponding to or based on any of the applications for the Assigned Trademarks and to claim priority from such applications.

2. Recordation. Assignor and its Affiliates hereby authorize and request the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.

3. Severability. Any term or provision of this Trademark Assignment that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

4. Governing Law. All matters arising out of, relating to or based upon this Trademark Assignment shall be deemed to be made and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.


5. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

6. Relation to Purchase Agreement. In the event of a conflict between the provisions herein and the Purchase Agreement, the Purchase Agreement shall govern.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed and executed by its undersigned duly authorized officer.

KINGSTON TECHNOLOGY CORPORATION  
"Assignor"

By:  \_\_\_\_\_

Name: David Sun

Title: Vice President, Secretary and Chief Financial Officer

Accepted:

**HEWLETT-PACKARD DEVELOPMENT  
COMPANY, L.P.**

**By: HPQ HOLDINGS, LLC, its General  
Partner**

**“Assignee”**

DocuSigned by:

*Carolyn E. Knecht*

70C84D9A979344E...

By: \_\_\_\_\_

Name: Carolyn Knecht

Title: Manager

**Schedule A**  
**Assigned Trademarks**

TM Name	Mark Type	Country	Class(es)	Status	Application Date	Application No.	Registration Date	Registration No.	Owner
Cloud Flight	Word	Japan	9,28	Registered	1/10/2017	2017-001399	10/6/2017	5986826	Kingston Technology Corporation
Cloud Flight	Word	Taiwan	9	Registered	1/11/2017	106001723	8/1/2017	1857343	Kingston Technology Corporation
HYPERX	Word	Argentina	9	Registered	5/13/2013	3245745	7/4/2014	2660761	Kingston Technology Corporation
HYPERX	Word	Armenia	9	Registered	8/15/2012	20121100	3/29/2013	19678	Kingston Technology Corporation
HyperX	Word	Azerbaijan	9	Registered	8/27/2012	20121246	6/23/2014	2014 0966	Kingston Technology Corporation
HyperX	Word	Belarus	9	Registered	8/20/2012	20123720	5/2/2013	44218	Kingston Technology Corporation
HyperX	Word	Chile	9	Registered	8/20/2013	1071515	9/15/2014	1126137	Kingston Technology Corporation
HYPERX	Word	Colombia	9	Registered	4/25/2013	13105119	11/14/2013	479849	Kingston Technology Corporation
HyperX	Word	Egypt	9	Registered	5/14/2010	1 041 207	5/14/2010	1 041 207	Kingston Technology Corporation
HyperXperience	Word	European Union	9	Registered	5/24/2011	009990458	10/28/2011	009990458	Kingston Technology Corporation

HyperX Alloy MK W100	Word	Czech Republic	9, 28	Pending	3/25/2021	570850			Kingston Technology Corporation
HyperX Alloy MK W100	Word	European Union	9, 28	Pending	3/24/2021	018435580			Kingston Technology Corporation
HyperX Alloy MK W100	Word	Poland	9, 28	Pending	3/26/2021	Z.526710			Kingston Technology Corporation
HyperX Alloy MK W100	Word	Russian Federation	9	Pending	3/25/2021	2021717155			Kingston Technology Corporation
HyperX Alloy MK W100	Word	Ukraine	9	Pending	3/25/2021	m202106943			Kingston Technology Corporation
DuoCast	Word	United States	9	Pending	05/16/2021	90714172			Kingston Technology Corporation
HyperX DuoCast	Word	United States	9	Pending	5/27/2021	90738173			Kingston Technology Corporation