

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900736871

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gregory Nutt		12/07/2022	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	The Apache Software Foundation
Street Address:	1000 N. West Street, Suite 1200
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5458855	NUTTX

CORRESPONDENCE DATA

Fax Number: 4158362501

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.

Phone: 415-836-2506

Email: carolanne.bashir@us.dlapiper.com

Correspondent Name: Gina Durham, Esq.

Address Line 1: 555 Mission Street, Suite 2400

Address Line 2: 393457-156

Address Line 4: San Francisco, CALIFORNIA 94105-2933

ATTORNEY DOCKET NUMBER:	393457-156
NAME OF SUBMITTER:	Carol Anne Bashir
SIGNATURE:	/Carol Anne Bashir/
DATE SIGNED:	03/02/2023

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") effective as of DECEMBER 7, 2022, ("Effective Date"), by and between Gregory Nutt, an individual citizen of the United States having an address at Rsd Altamonte Casa 196U, Grandilla Norte De Cur, Costa Rica 11802 ("Assignor") and The Apache Software Foundation, a Delaware corporation having an address at 1000 N West Street, Suite 1200, Wilmington, Delaware 19801 ("Assignee").

RECITALS

WHEREAS, Assignor has adopted, is using, and has registered the trademark as set forth in attached Schedule A (the "Trademark"); and

WHEREAS, Assignor agrees to assign to Assignee, and Assignee agrees to accept, all right, title and interest in and to the Trademark, together with all goodwill associated therewith.

NOW THEREFORE, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

ASSIGNMENT

Assignor hereby transfers, sells, assigns, conveys, and delivers to Assignee and its successors and assigns, Assignor's entire right, title, and interest in and to the Trademark, and any registrations thereof, all common law rights therein, together with the goodwill associated therewith and all claims for damages by reason of past or future infringement of the Trademark with the right to sue for and collect the same for Assignee's own use and benefit. These obligations shall be binding upon Assignor's successors, assigns, heirs, executives, administrators, and other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials performing the same or substantially same function as the Commissioner of Patents and Trademarks of the United States of America of all other governments to issue or transfer the Trademark to Assignee, as assignee of the entire right, title, and interest therein, or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees at it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registration, or other similar items, to ensure that the Trademark are properly assigned to Assignee. In the event that Assignor fails to timely comply with any reasonable request of Assignee set forth in this paragraph, Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's

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name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademark that may have accrued in Assignor's favor from the respective date of first use of the Trademark from the Effective Date of the Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

Each party represents that it has the power and authority to enter into this Trademark Assignment. If any term of this Trademark Assignment is held invalid or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect. This Trademark Assignment may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

The Agreement is governed by California law. Each party hereby expressly consents to the personal jurisdiction of either the California courts or the United States District Courts located in the State of California and agrees that any action relating to or arising out of this Agreement be instituted and prosecuted only in the Superior Court of the County of San Francisco or the United States District Court for the Northern District of California.

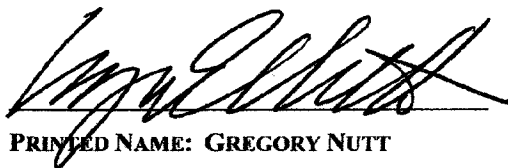
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, or by their respective officers thereunto duly authorized, all as of the day and year first above written.

"ASSIGNOR"

"ASSIGNEE"

GREGORY NUTT, AN INDIVIDUAL U.S. CITIZEN

THE APACHE SOFTWARE FOUNDATION, A
DELAWARE CORPORATION


PRINTED NAME: GREGORY NUTT

TITLE: OWNER

BY: 
PRINTED NAME: MARK THOMAS

TITLE: VP BRAND MANAGEMENT



SCHEDULE A - U.S. TRADEMARK

TRADEMARK	REG NUMBER	REG DATE
NuttX	5458855	May 1, 2018

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