

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calculi Corporation		03/24/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cloudbees, Inc.		
Street Address:	940 Main Campus Drive, Suite 350		
Internal Address:	Venture Center		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5365599	GUIDE-RAILS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	6179518961		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan, Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	107757-0001		
NAME OF SUBMITTER:	Jennifer Kagan, Paralegal		
SIGNATURE:	/Jennifer Kagan/		
DATE SIGNED:	04/14/2023		
Total Attachments: 2			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (“Assignment”), effective as of August 11, 2022 (the “Effective Date”), is by and between Calculi Corporation, a Delaware corporation having a principal place of business at 4677 Old Ironsides Dr. Ste. 310, Santa Clara, CA 95054 (“Assignor”), on the one hand, and Cloudbees, Inc., a Delaware corporation, having a principal place of business at Venture Center 940 Main Campus Drive, Suite 350 Raleigh, NC 27606 (“Assignee”), on the other hand.

WHEREAS, Assignor is the owner of all right, title, and interest in and to the GUIDE-RAILS trademark, U.S. Registration No. 5365599 (the “Mark”);

WHEREAS, Assignor and Assignee previously executed that certain Asset and Purchase Agreement (“Agreement”), with an effective date of August 11, 2022, whereby Assignor conveyed to Assignee all of Assignor’s intellectual property assets, which include, without limitation, the Mark; and

WHEREAS, Assignor and Assignee intended for the assignment under the Agreement to include the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms the assignment to Assignee, effective as of the Effective Date, of all of its rights, title and interest in and to the Mark, including all common law rights in the Mark, the trademark registration for the Mark, and all goodwill associated with the Mark. This Assignment includes the right to sue for and to recover damages for past, present and future infringements in any court and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding based on or in connection with the Mark. This Assignment also includes the right of Assignee to record this Assignment with the United States Patent and Trademark Office and any foreign trademark office. The right, title and interest in the Mark is to be held and enjoyed by Assignee and Assignee’s successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor, upon the reasonable request of Assignee (and at the reasonable expense of the Assignee), shall execute and deliver such further documents and take such further actions, as are consistent with the terms and conditions and purposes and intent of this Assignment and are reasonably deemed by Assignee to be necessary or appropriate to implement the terms of this Assignment and the purposes and intent hereof, including without limitation, execution by Assignor of further written assignments or consents which may be required by the United States Patent and Trademark Office or any foreign trademark office to record this assignment of the Mark.

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Assignor hereby executes this document on the date indicated below.

Dated: 1/4/2023

DocuSigned by:
Eric Billingsley
3457EFBAFD3E4E2...
By: _____
Name: Eric Billingsley
Title: CEO

Assignee hereby executes this document on the date indicated below.

Dated: 3/24/2023

AK
By: _____
Name: ANUJ KAPUR
Title: CEO