

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843408

<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>
Moogsoft (Herd) Inc.		10/01/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dell Inc.		
<b>Street Address:</b>	One Dell Way		
<b>City:</b>	Round Rock		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78682		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5887422	AIOPS EXCHANGE	
<b>Registration Number:</b>	5313668		
<b>Registration Number:</b>	5177560	MOOG	
<b>Registration Number:</b>	5305366	MOOGSOFT	
<b>Registration Number:</b>	6126237	MOOGSOFT	
<b>Registration Number:</b>	5333476	MOOGSOFT AIOPS	
<b>Registration Number:</b>	6165131	MOOGSOFT ENTERPRISE	
<b>Registration Number:</b>	6020440	MOOGSOFT EXPRESS	
<b>Registration Number:</b>	5771464	MOOGSOFT OBSERVE	
<b>Registration Number:</b>	5360489	SITUATION ROOM	
<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>	tmdocketing@dell.com, erin.molson@dell.com		
<b>Correspondent Name:</b>	Sanjiv Sarwate		
<b>Address Line 1:</b>	One Dell Way		
<b>Address Line 4:</b>	Round Rock, TEXAS 78682		
<b>NAME OF SUBMITTER:</b>	Sanjiv Sarwate		

CH \$265.00 5887422

<b>SIGNATURE:</b>	/Sanjiv Sarwate/
<b>DATE SIGNED:</b>	10/03/2023
<b>Total Attachments: 6</b> source=Moogsoft TM assignment - fully signed#page1.tif source=Moogsoft TM assignment - fully signed#page2.tif source=Moogsoft TM assignment - fully signed#page3.tif source=Moogsoft TM assignment - fully signed#page4.tif source=Moogsoft TM assignment - fully signed#page5.tif source=Moogsoft TM assignment - fully signed#page6.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and effective as of the date last executed below, by and between **Moogsoft (Herd) Inc.**, a Delaware corporation ("Assignor"), to **Dell, Inc.**, a Delaware corporation with its principal place of business at One Dell Way, Round Rock, Texas 78682 ("Assignee").

WHEREAS, Assignor has adopted, owns and uses the respective registered trademarks and applications for trademark registration set forth in Schedule 1 of this Assignment (collectively, the "Marks"); and

WHEREAS, Assignee desires to acquire, and Assignor desires to assign, all of Assignor's right, title and interest in and to the Marks;

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

1. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee and its successors and assigns all right, title and interest in and to the Marks, including all common law rights in same, in the United States of America and all other countries and jurisdictions of the world, together with all goodwill associated with the Marks and/or of the business symbolized by or related to the Marks, and all proprietary and intellectual property rights subsisting in the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Marks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignor hereby assigns to Assignee all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks, including in and under all causes of action (in law or in equity), claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Assignee's own name.

3. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware.

4. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as are requested by Assignee to effect the terms of this Assignment.

5. Assignor shall, at the cost and expense of Assignee, cooperate in any actions necessary for Assignee to prosecute, renew or register its rights, title and interests in and to the Marks, including United States and foreign registrations, and cooperate in any actions brought to enforce the rights


accompanying this Assignment against third parties.

6. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts (including electronic .pdf counterparts), each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the date first written above.

ASSIGNOR:

Moogsoft (Herd) Inc.

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

Print Name: Christopher Garcia

Title: Senior Vice President

Date: 2023

ASSIGNEE:

[DELL, INC.]

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

Print Name: Sanjiv Sarwate

Title: Senior Legal Director – Trademarks

Date: <sup>OCTOBER 1</sup>  
~~September~~ [ ], 2023

**SCHEDULE 1**

**Marks**

Owner	Country	Trademark	Application No.	Status	Filing Date	Register Number	Register Date
Moogsoft (HERD) Inc.	US	AIOPS Exchange	88/444332	Registered	23-05-2019	5887422	15-10-2019
Moogsoft (HERD) Inc.	US	COW HEAD Logo	87/306093	Registered	18-01-2017	5313668	17-10-2017
Moogsoft (HERD) Inc.	US	MOOG AND DESIGN	86/868653	Registered	07-01-2016	5177560	04-04-2017
Moogsoft (HERD) Inc.	US	MOOGSOFT	87/306100	Registered	18-01-2017	5305366	10-10-2017
Moogsoft (HERD) Inc.	US	Moogsoft (stylized)	88/616474	Registered	13-09-2019	6126237	11-08-2020
Moogsoft (HERD) Inc.	US	MOOGSOFT AIOPS	87/306098	Registered	18-01-2017	5333476	14-11-2017
Moogsoft (HERD) Inc.	US	MOOGSOFT ENTERPRISE	88/429612	Registered	14-05-2019	6165131	29-09-2020
Moogsoft (HERD) Inc.	US	MOOGSOFT EXPRESS	88/429607	Registered	14-05-2019	6020440	24-03-2020
Moogsoft (HERD) Inc.	US	MOOGSOFT OBSERVE	88/080847	Registered	16-08-2018	5771464	04-06-2019
Moogsoft (HERD) Inc.	US	SITUATION ROOM	86/868658	Registered	07-01-2016	5360489	19-12-2017
Moogsoft (HERD) Inc.	US	MOOGSOFT CONTINUOUS AVAILABILITY	97606476	Pending	26-09-2022		
Moogsoft (HERD) Inc.	US	MOOGSOFT CONTINUOUS APPLICATION AVAILABILITY	97606480	Pending	26-09-2022		
Moogsoft (HERD) Inc.	Canada	COW HEAD Logo	1963214	Pending	15-05-2019		
Moogsoft (HERD) Inc.	European Union	COW HEAD Logo	16305245	Registered	01-02-2017	16305245	26-06-2017
Moogsoft (HERD) Inc.	United Kingdom	COW HEAD Logo	UK00916305245	Registered	01-02-2017	16305245	26-06-2017

Owner	Country	Trademark	Application No.	Status	Filing Date	Register Number	Register Date
Moogsoft (HERD) Inc.	United Kingdom	COW HEAD Logo	UK00003210494	Registered	02-02-2017	UK00003210494	21-04-2017
Moogsoft (HERD) Inc.	European Union	MOOG AND DESIGN	15617641	Registered	05-07-2016	15617641	10-11-2016
Moogsoft (HERD) Inc.	United Kingdom	MOOG AND DESIGN	UK00915617641	Registered	05-07-2016	UK00915617641	10-11-2016
Moogsoft (HERD) Inc.	United Kingdom	MOOG AND DESIGN	UK00003173055	Registered	05-07-2016	UK00003173055	09-12-2016
Moogsoft (HERD) Inc.	United Kingdom	MOOG AND DESIGN	UK00002603769	Registered	07-12-2011	UK00002603769	20-04-2012
Moogsoft (HERD) Inc.	Canada	MOOGSOFT	1863884	Registered	20-10-2017	TMA1085331	19-10-2020
Moogsoft (HERD) Inc.	European Union	MOOGSOFT	16305203	Registered	1-2-2017	16305203	31-10-2018
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT	UK00916305203	Registered	1-2-2017	16305203	31-10-2018
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT	UK00003210408	Registered	02-02-2017	UK00003210408	21-04-2017
Moogsoft (HERD) Inc.	Canada	Moogsoft (stylized)	1985375	Pending	17-09-2019		
Moogsoft (HERD) Inc.	European Union	Moogsoft (stylized)	18125626	Registered	17-09-2019	18125626	08-02-2020
Moogsoft (HERD) Inc.	United Kingdom	Moogsoft (stylized)	UK00918125626	Registered	17-09-2019	UK00918125626	08-02-2020
Moogsoft (HERD) Inc.	United Kingdom	Moogsoft (stylized)	UK00003429346	Registered	17-09-2019	UK00003429346	13-12-2019
Moogsoft (HERD) Inc.	European Union	MOOGSOFT AIOPS	16305229	Registered	01-02-2017	16305229	09-10-2018
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT AIOPS	UK00916305229	Registered	01-02-2017	UK16305229	09-10-2018
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT AIOPS	UK00003210481	Registered	02-02-2017	UK00003210481	21-04-2017
Moogsoft (HERD) Inc.	European Union	MOOGSOFT AIOPS EXCHANGE	18021438	Registered	11-02-2019	18021438	26-07-2019

Owner	Country	Trademark	Application No.	Status	Filing Date	Register Number	Register Date
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT AIOPS EXCHANGE	UK00918021438	Registered	11-02-2019	UK00918021438	26-07-2019
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT AIOPS EXCHANGE	3375355	Registered	14-02-2019	UK00003375355	03-05-2019
Moogsoft (HERD) Inc.	Canada	MOOGSOFT AIOPS OBSERVE	1915520	Registered	17-08-2018	TMA1085332	19-10-2020
Moogsoft (HERD) Inc.	European Union	MOOGSOFT AIOPS OBSERVE	17945896	Registered	17-08-2018	17945896	15-01-2019
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT AIOPS OBSERVE	UK00917945896	Registered	17-08-2018	UK00917945896	15-01-2019
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT AIOPS OBSERVE	UK00003332327	Registered	17-08-2018	UK00003332327	09-11-2018
Moogsoft (HERD) Inc.	Canada	MOOGSOFT ENTERPRISE	1963203	Pending	15-05-2019		
Moogsoft (HERD) Inc.	European Union	MOOGSOFT ENTERPRISE	18065476	Registered	16-05-2019	18065476	23-10-2019
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT ENTERPRISE	UK00918065476	Registered	16-05-2019	UK00918065476	23-10-2019
Moogsoft (HERD) Inc.	Canada	MOOGSOFT EXPRESS	1963208	Pending	15-05-2019		
Moogsoft (HERD) Inc.	European Union	MOOGSOFT EXPRESS	18065493	Registered	16-05-2019	18065493	31-10-2019
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT EXPRESS	UK00918065493	Registered	16-05-2019	UK00918065493	31-10-2019
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT EXPRESS	UK00003399620	Registered	15-05-2019	UK00003388620	02-08-2019
Moogsoft (HERD) Inc.	Canada	MOOGSOFT OBSERVE	1915521	Registered	17-08-2018	TMA1085333	19-10-2020
Moogsoft (HERD) Inc.	European Union	MOOGSOFT OBSERVE	17945895	Registered	17-08-2018	17945895	17-01-2019
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT OBSERVE	UK00917945895	Registered	17-08-2018	UK00917945895	17-01-2019
Moogsoft (HERD) Inc.	United Kingdom	MOOGSOFT OBSERVE	UK00003332331	Registered	17-08-2018	UK00003332331	09-11-2018

Owner	Country	Trademark	Application No.	Status	Filing Date	Register Number	Register Date
Moogsoft (HERD) Inc.	United Kingdom	SITUATION ROOM	UK00003173056	Registered	05-07- 2016	UK00003173056	09-12-2016