

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colorado Code Craft, Ltd.		11/07/2022	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Penguin Computing, Inc.		
Street Address:	39870 Eureka Drive		
City:	Newark		
State/Country:	CALIFORNIA		
Postal Code:	94560		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6805856	WXREMOTE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9198880802		
Email:	nperry@wt-ip.com		
Correspondent Name:	Withrow & Terranova, PLLC		
Address Line 1:	106 Pinedale Springs Way		
Address Line 4:	Cary, NORTH CAROLINA 27511		
ATTORNEY DOCKET NUMBER:	3398-T064		
NAME OF SUBMITTER:	Nicolle S. Perry		
SIGNATURE:	/Nicolle S. Perry/		
DATE SIGNED:	01/19/2024		
Total Attachments: 2			
source=3398-T064_TrademarkAssignment#page1.tif			
source=3398-T064_TrademarkAssignment#page2.tif			

OP \$40.00 6805856

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Trademark Assignment”) is effective as of November 7, 2022 (the “Effective Date”), by and between Colorado Code Craft, Ltd., a Colorado limited liability company (“Assignor”), and Penguin Computing, Inc., a California corporation (“Assignee”).

WHEREAS, Assignor owns the **wxRemote** (word) mark and U.S. Reg. No. 6,805,856 therefor (collectively, the “Trademark”), together with the goodwill associated with the Trademark; and

WHEREAS, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume all of the right, title and interest in and to the Trademark, together with the goodwill associated with the Trademark.

NOW, THEREFORE, in consideration of the mutual covenants and of good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor agrees as follows:

1. Assignor hereby sells, assigns, transfers and sets over unto Assignee (a) all of Assignor’s right, title and interest in and to the Trademark, together with the goodwill associated with the Trademark, (b) all rights to royalties, fees, income, payments, and other proceeds deriving from the Trademark and the goodwill associated therewith, and (c) all claims for damages and other remedies for past and future infringements, dilution, or misappropriations of the Trademark and the goodwill associated therewith, along with the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, any equivalent U.S. state officials, and any equivalent officials of any countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record this Trademark Assignment, and perfect title thereto as the property of Assignee in accordance with the terms of this Trademark Assignment.

3. This Trademark Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNOR

COLORADO CODE CRAFT, LTD.

By: Thomas Ruge
Name: Thomas Ruge
Title: Chief Executive Officer

ASSIGNEE

PENGUIN COMPUTING, INC.

By: Michael Baker
Name: Michael Baker
Title: Vice President and Associate General
Counsel – Intellectual Property