

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355548

<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>
ACTIVESTATE SOFTWARE INC.		09/01/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HEWLETT PACKARD ENTERPRISE DEVELOPMENT LP		
<b>Street Address:</b>	11445 Compaq Center Drive		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77070		
<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>Registration Number:</b>	4198238	STACKATO	
<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>Phone:</b>	9088984125		
<b>Email:</b>	shweta.sha.amin@hpe.com		
<b>Correspondent Name:</b>	Shweta Shah Amin		
<b>Address Line 1:</b>	200 Connell Drive		
<b>Address Line 2:</b>	Suite 5000		
<b>Address Line 4:</b>	Berkeley Heights, NEW JERSEY 07922		
<b>NAME OF SUBMITTER:</b>	Andrew Stern		
<b>SIGNATURE:</b>	/Andrew Stern/		
<b>DATE SIGNED:</b>	09/18/2015		
<b>Total Attachments: 5</b>			
source=2.4 Alpaca_Trademark Assignment (Execution) (9-1-15)#page1.tif			
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of September 1, 2015, by and between **ACTIVESTATE SOFTWARE INC.**, a corporation incorporated under the *Business Corporations Act* (British Columbia) ("Assignor") and **HEWLETT PACKARD ENTERPRISE DEVELOPMENT LP**, a Texas limited partnership ("Assignee") (collectively referred to as the "Parties").

WHEREAS, Assignor and Hewlett Packard Enterprise Company ("HPE") are parties to that certain Asset Purchase Agreement dated as of July 27, 2015, as amended on September 1, 2015 (as so amended, the "Agreement") pursuant to which Assignor has agreed to assign to HPE or one of its Affiliates (as defined in the Agreement) all right, title, and interest in the trademark registrations and applications identified in the attached Schedule A, together with any and all common law rights of Assignor in the trademarks that are the subject of such registrations and applications (collectively referred to as the "Trademarks");

WHEREAS, Assignee is an Affiliate of HPE and HPE has assigned its right to acquire the Trademarks to Assignee;

WHEREAS, pursuant to the Agreement, HPE or one of its Affiliates has the right to acquire, upon the Closing (as defined in the Agreement), all right, title, and interest in and to the Trademarks and become the successor to Assignor's business or portion thereof to which any U.S. trademark applications filed on the basis of "intent-to-use" relate; and

WHEREAS, the Parties wish to record such acquisition.

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

1. Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's rights, title, and interests, in and to:
  - (a) the Trademarks, including without limitation all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
  - (b) the goodwill of the business symbolized by such Trademarks;
  - (c) the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such Trademarks; and


(d) the entire right, title, and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the above Trademarks; and

2. Assignor hereby authorizes and requests the competent authorities to record this Assignment and to grant and issue any and all registrations of the Trademarks throughout the world to Assignee, its successors, or assigns, whose rights, title, and interests in such registrations are the same as would have been held and enjoyed by Assignor had this Assignment not been made.
3. Assignor further agrees to execute and have executed all documents, instruments and papers to perform all acts as deemed reasonably necessary by HPE or Assignee to perfect in Assignee the foregoing rights, title and interests.
4. This Assignment shall be binding upon the Parties and their successors and assigns.
5. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed by facsimile or .pdf signature, and a facsimile or .pdf signature shall constitute an original for all purposes.
6. This Assignment is subject to all the terms and conditions of the Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ACTIVESTATE SOFTWARE INC.**

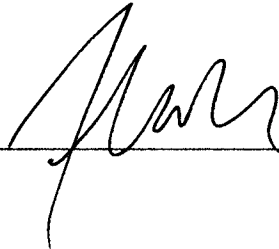
By:   
Name: BART COPELAND  
Title: CEO

PROVINCE OF BRITISH COLUMBIA )  
 ) ss.  
CITY OF VANCOUVER )

On this 27 day of August, 2015, before me, the undersigned notary public, personally appeared Bart Copeland, proved to me on the basis of satisfactory evidence, which was a drivers license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by their signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

(seal)

  
\_\_\_\_\_

**N. FLEUR HECK**  
*Barrister & Solicitor*  
**McCarthy Tétrault LLP**  
1300 - 777 DUNSMUIR STREET  
VANCOUVER, B.C. V7Y 1K2  
DIRECT 604-643-7163

Acknowledged and Accepted:

**HEWLETT PACKARD ENTERPRISE DEVELOPMENT LP**

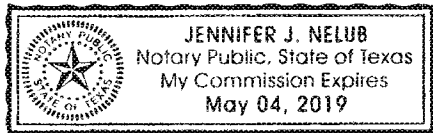
**By Enterprise DC Holdings LLC  
Its General Partner**

By: \_\_\_\_\_  
Rishi Varma  
Manager

STATE OF Texas )  
 ) ss.  
COUNTY OF Harris )

On this 31<sup>st</sup> day of August, 2015, before me, the undersigned notary public, personally appeared Rishi Varma, proved to me on the basis of satisfactory evidence, which was personal knowledge, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by their signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



(seal)

\_\_\_\_\_

**SCHEDULE A**

STACKATO (U.S. Trademark Registration No. 4,198,238)