

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369882

<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>
Axon Networks Inc.		01/19/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trianz Inc.		
<b>Street Address:</b>	3979 Freedom Circle, STE 210		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86299298	3RACKS	
<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>	4158301057		
<b>Email:</b>	car.f.romero@gmail.com		
<b>Correspondent Name:</b>	Carlos Romero		
<b>Address Line 1:</b>	2600 El Camino Real, Suite 415		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Carlos Romero		
<b>SIGNATURE:</b>	/Carlos Romero/		
<b>DATE SIGNED:</b>	01/20/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK TRANSFER AGREEMENT

This Trademark Transfer Agreement ("Agreement") is made by and among **Axon Networks Inc.**, a Delaware corporation, found at 2600 El Camino Real, Suite 415, Palo Alto, California 94306 ("Transferor") and **Trianz Inc.**, a California corporation, found at 3979 Freedom Circle, Ste 210, Santa Clara, CA 95054-1248 ("Transferee").

### RECITALS

**WHEREAS**, the Transferor is the sole owner to all rights, duties, and obligations for United States Patent and Trademark Office Trademark Application ("USPTO") No. **86299298**, first filed on 3 June 2014 and approved by the USPTO on 30 June 2015 for the registration of mark "3RACKS" in international class 042 ("the mark"). **SEE EXHIBIT A.**

**WHEREAS**, the Transferee has filed the final required Statement of Use on November 23, 2015 for USPTO Application No. **86299298** for "3RACKS", the last step of the registration process.

**WHEREAS**, the Transferee seeks to obtain all said trademark rights, duties, and obligations attached to the mark for use in their own business and can show evidence of currently using the mark in their own business.

**WHEREAS**, both Transferee and Transferor have been advised and had opportunity to discuss this agreement and the terms contained herein with independent and fair counsel.

**WHEREAS**, for valid consideration paid to the Transferee by the Transferor Transferee seeks to obtain ownership the mark in accordance with the terms of this agreement.

### AGREEMENT

**NOW THEREFORE**, for and in consideration of the foregoing premises, and the mutual promises, representations, warranties, covenants and agreements hereinafter set forth, and for the other good and valuable consideration, namely monetary value exchanged as well as the value exchanged during the acquisition of Axon Inc.'s associated India based corporate entity by Transferee on July 2, 2015, the receipt and sufficiency of which are hereby acknowledged by both parties, the parties agree as follows:

#### ARTICLE 1

##### 1.1 Transfer of Asset and Assumption of Liabilities:

- (a) Transfer of Assets. Subject to the terms and conditions of this Agreement, as of the Transfer Date, the Transferor assigns, grants, transfers, and delivers to Transferee, and Transferee accepts from Transferor free and clear of all liens, all of Transferor's current rights, title, and interest to the mark, along with all attached rights under copyright, trade secrets, license rights, service marks, and other intellectual property attached to use of the mark, filed in the United States or in other countries, together with all associated goodwill.
- (b) Assumption of Liabilities. Subject to the terms and conditions of this Agreement, as of the Transfer Date, the Transferee accepts all duties and liabilities attached to the completion of federal trademark registration and the legal protection of the mark from third parties, opposition motions, and all other conflicting claims of infringement or dilution under the principals of trademark and unfair competition law existing or which will exist in the future. Transferor waives and is excused from any indemnification principals attached to the defense of the mark and is not liable for any claims or legal challenges as of the Transfer Date.

1.2 Future Use. Transferor agrees to disclaim and withhold from all future federal and common law rights to use the mark.

1.3 Purchase of Trademark and Attached Rights. On the Transfer Date, for and in consideration of proper consideration the Transferor agrees to transfer and Transferee agrees to accept the rights, assets, liabilities, and duties listed in 1.1 and 1.2. The payment for the Purchase Price shall be due by delivery of check upon the Transfer Date to simultaneously match the delivery of the mark rights. Transferor agrees to wait a period of 30 days from the Transfer Day for the receipt of check before seeking any remedy for breach of contract based on failure to deliver under these terms.

## ARTICLE 2

2.1 Transfer Date. The Transfer Date shall be the latter input date of signed Agreement by the signing parties.

2.2 Governing Law and Venue. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws and venue of the United States Federal Trademark law under the Lantham Act. If no relief can be found under the jurisdiction of the the Lantham Act then any issues that arise from this agreement the shall be resolved by a mutually agreed upon international arbitrator located in any venue, under the laws of California, United States.

2.3 Entire Agreement. This Agreement is the full and complete agreement and understanding of the parties of the subject matter contained herein and merges all prior discussions between then. No modification or amendment to this Agreement.

nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by Transferor and Transferee. Any amendment or waiver affected in accordance with this Section 2.3 shall be binding on all parties hereto and their respective successors and assigns.

2.4. No Warranty. The mark is being delivered by the Transferor to the Transferee "as is" and the Transferor expressly disclaims all other warranties of any kind or nature, whether express or, implied, including, but not limited to, any warranties of operability, condition, title, non-infringement, accuracy of data, or quality, as well as any warranties of merchantability, suitability, fitness for a particular purpose, or the absence of any defects therein.

2.5. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

2.6. Construction. This Agreement is the result of negotiations among and has been reviewed by each of the parties hereto; accordingly this Agreement shall be deemed to be the product of all the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

2.7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

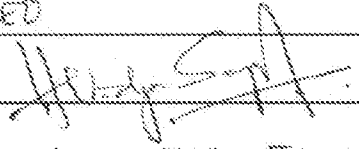
2.8. Successors and Assigns. The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by, the respective party's successors and assigns.

The parties have executed this Trademark Transfer Agreement on the dates next to their signatures below.

TRANSFEROR, Axon Networks Inc., by Vidya Sagar, Authorized Signatory (CEO)

By (Print Name): H. VIDYA SAGAR

Title: CEO

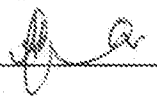
Signature: 

Executed: December \_\_\_\_\_, 2015    JANUARY 19<sup>TH</sup>, 2016

TRANSFeree, Trianz Inc. by Anusuya Chaman, Authorized Signatory (Group CFO)

By (Print Name): ANUSUYA CHAMAN

Title: CFO

Signature: 

Executed: December \_\_\_\_\_, 2015    JANUARY 19<sup>TH</sup>, 2016

**Exhibit A: The Mark**

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Mark:

3RACKS

# 3RACKS

US Serial Number:	56759298
Application Filing Date:	Jun. 03, 2014
Register:	Principal
Mark Type:	Service Mark
Status:	Notice of Allowance (NOA) sent (issued) to the applicant. Applicant must file a Statement of Use or Extension Request within six months of the NOA issuance date.
Status Date:	Jun. 30, 2015
Publication Date:	May 05, 2015
Notice of Allowance Date:	Jun. 30, 2015

**Mark Information**

Mark Literal Elements:	3RACKS
Standard Character Claim:	Yes. The mark consists of standard characters without claim to any particular font style, size, or color.
Mark Drawing Type:	4 - STANDARD CHARACTER MARK

**Goods and Services**

Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- \* Brackets [ ] indicate deleted goods/services;
- \* Double parenthesis (( )) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- \* Asterisks "\*" identify additional (new) wording in the goods/services.

For:

Computer software services, namely, public and private cloud services; Infrastructure as a service (IaaS) featuring computer hardware and computer software platforms for IT infrastructure provisioning, self provisioning, hardware resource management, quota management, hardware resource scheduling, resource monitoring and management, Software platform as a service (PaaS) services featuring software tools for database services, load balancer services; providing non-downloadable computer software for IT infrastructure management, asset management, change management, network management, performance management and monitoring

International Class(es):

042 - Primary Class