

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435196

<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>
Cloud Cruiser, Inc.		02/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hewlett Packard Enterprise Development LP		
<b>Street Address:</b>	11445 Compaq Center Drive West		
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5112031	CLOUD CRUISER ONE	
<b>Registration Number:</b>	5071138	BECAUSE IT MEANS BUSINESS	
<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>	650.258.7589		
<b>Email:</b>	malia.abril@hpe.com		
<b>Correspondent Name:</b>	Malia Abril		
<b>Address Line 1:</b>	3000 Hanover Street, ms 1051		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>NAME OF SUBMITTER:</b>	Malia Abril		
<b>SIGNATURE:</b>	/Malia Abril/		
<b>DATE SIGNED:</b>	07/14/2017		
<b>Total Attachments: 5</b>			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is dated as of February 1, 2017 (the "Effective Date"), and is made from Cloud Cruiser, Inc., a Delaware corporation ("Assignor") to Hewlett Packard Enterprise Development LP, a Texas limited partnership, with its address at 11445 Compaq Center Drive West, Houston, TX, 77070, United States ("Assignee").

WHEREAS, pursuant to, and upon the terms and conditions of, the Asset Purchase Agreement dated as of January 19, 2017 (the "Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Purchase Agreement), between Assignor and Assignee's Affiliate, Hewlett Packard Enterprise Company ("Purchaser"), Assignor agreed to sell, convey, assign and transfer to Purchaser (or Purchaser's Affiliate designee(s)), and Purchaser agreed to, or to cause its Affiliates to, accept certain rights, title and interest in the Acquired Assets, including Assignor's worldwide right, title and interest in, to and under the Trademarks, including the trademark registrations and trademark applications identified on Exhibit A attached hereto (collectively, the "Marks");

WHEREAS, Assignor is the sole and exclusive owner of the Marks, and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from Assignor, the Marks, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee effective as of the Effective Date, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in and to the Marks, including any common law, statutory and other rights associated therewith, together with the goodwill of the business associated with the use of and symbolized by the Marks, and all the registration applications and registrations therefor, and all rights to (i) bring an action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Marks and (iii) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks.

Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Marks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities.

Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignee as the assignee and owner of the Marks. Assignor, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such

other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Marks. All of the parties hereto shall cooperate with one other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Assignment.

Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

This Assignment is executed by Assignor and shall be binding upon Assignor, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that the parties need not sign the same counterpart. This Assignment, following its execution, may be delivered via electronic mail or other form of electronic delivery, which shall constitute delivery of an execution original for all purposes.

Any claims and causes of action arising with respect to this Assignment and this Assignment itself shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized officers to execute this Assignment as of the date first written above.

**ASSIGNOR**

**CLOUD CRUISER, INC.**

By



Name:

*Dave Zubrowski*

Title:

*CEO*

**ASSIGNEE**

**HEWLETT PACKARD ENTERPRISE  
DEVELOPMENT LP**

By

\_\_\_\_\_  
Name:

Title:

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized officers to execute this Assignment as of the date first written above.

**ASSIGNOR**

**CLOUD CRUISER, INC.**

By

\_\_\_\_\_  
Name:

Title:

**ASSIGNEE**

**HEWLETT PACKARD ENTERPRISE  
DEVELOPMENT LP**

By

  
\_\_\_\_\_  
Name: CURTIS G ROSE

Title: Manager

*[Signature Page to Trademark Assignment]*

Exhibit A

1. Registered Acquired IP

- a. CLOUD CRUISER ONE – U.S. Registration Number 5,112,031
- b. BECAUSE IT MEANS BUSINESS – U.S. Registration Number 5,071,138

2. Trademarks (common law marks)

- a. Cloud Cruiser 4<sup>TM</sup>
- b. Cloud Cruiser 16<sup>TM</sup>
- c. CloudSmartNow<sup>TM</sup>
- d. Cloud Cruiser SmartTags<sup>TM</sup>
- e. Cloud Cruiser PrivateCloud<sup>TM</sup>
- f. Cloud Cruiser Insights<sup>TM</sup>
- g. Cloud Cruiser What-If<sup>TM</sup>
- h. Cloud Cruiser PrivateCollect<sup>TM</sup>
- i. Cloud Cruiser RI Advisor<sup>TM</sup>