# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM454195

SUBMISSION TYPE:	NEW ASSIGNMENT
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**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aruba Networks, Inc.		11/09/2017	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Hewlett Packard Enterprise Development LP	
Street Address:	11445 Compaq Center Drive West	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77070	
Entity Type:	Limited Partnership: TEXAS	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4974250	ALERT360
Registration Number:	4974249	ENTITY360
Registration Number:	4769619	NIARA

## **CORRESPONDENCE DATA**

Fax Number:

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.

Phone: 6502587589

Email: malia.abril@hpe.com

**Correspondent Name:** Malia Abril

Address Line 1: 3000 Hanover Street, ms 1051 Palo Alto, CALIFORNIA 94304 Address Line 4:

NAME OF SUBMITTER:	Malia Abril
SIGNATURE:	/Malia Abril/
DATE SIGNED:	12/12/2017

**Total Attachments: 4** 

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> **TRADEMARK REEL: 006226 FRAME: 0446**

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#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (together with <u>Schedule A</u>, this "<u>Agreement</u>") is made and entered into effective as of the 9<sup>th</sup> of November, 2017 (the "<u>Effective Date</u>") by and between **Aruba Networks, Inc.** ("<u>Assignor</u>"), and **Hewlett Packard Enterprise Development LP** ("<u>Assignee</u>"). Assignor and Assignee are referred to individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>."

WHEREAS, Assignor and Assignee desire to enter into this Agreement to effect the transfer and assignment to Assignee of the trademark registrations and pending trademark applications set forth on Schedule A (the "Transferred Trademarks") and the associated trademark goodwill.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee agree as follows:

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

In consideration of the transfer and assignment of the Transferred Trademarks set forth on Exhibit A, on or about the Effective Date, Assignee will make a one-time lump sum payment in cash to Assignor of 1 United States Dollar (USD 1).

2. Assignor hereby authorizes and requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Transferred Trademarks and grant and issue any and all registrations of the Transferred 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 Agreement not been made.

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Trademark Assignment Agreement between Aruba Networks, Inc. and HPED Niara Trademarks

- 3. Assignor further agrees to execute and have executed all documents, instruments, and papers, and to perform all acts as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title, and interests.
- 4. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 5. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile, .pdf or other electronic format signature, and a facsimile, .pdf or other electronic format signature will constitute an original for all purposes.
- 6. This Agreement, and any disputes arising out of or relating to this Agreement, will be governed by and construed under the laws of the State of Delaware, without reference to its conflicts of law principles.

(Signature page follows)

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Trademark Assignment Agreement between Aruba Networks, Inc. and HPED Niara Trademarks

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

Hewlett Packard Enterprise Development LP By: Enterprise DC Holdings LLC, its General Partner	Aruba Networks, Inc.
Ву:	<b>Тұй</b> Ву:
(Signature)	(Signature)
Rishi Varma (Name)	Jeremy K. Cox (Name)
Manager	Director
(Title)	(Title)
Nov 9, 2017	Nov 9, 2017
(Execution Date)	(Execution Date)

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# EXHIBIT A

Trademark Application ID	Conntry	Mark Name	Application Number	Filed Date	Registration Number
90354567	United States of America	ALERT360	86527534	2015-02-06	4974250
99354669	United States of America	ENTITY360	86527528	2015-02-06	4974249
993.54685	European Union IPO	ALERT360	14332571	2015-07-03	14332571
99354687	Europesa Union IPO	ENTITY360	14332605	2015-07-03	14332605
90354678	United States of America	NIARA	86148031	2013-12-19	4769619
20354689	European Union IPO	NIARA	12952453	2014-06-09	12952453

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