

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SimpliVity Corporation		05/18/2017	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: 7			
Property Type	Number	Word Mark	
Registration Number:	4664967	GLOBAL FEDERATED ARCHITECTURE	
Registration Number:	4408155	OMNICUBE	
Registration Number:	4593369	OMNISTACK	
Registration Number:	4667869	SIMPLIVITY THE DATA VIRTUALIZATION COMPA	
Registration Number:	4559124	SIMPLIVITY	
Registration Number:	4368790	SIMPLIVITY	
Registration Number:	4683528	SIMPLIVITY	
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:	6502587589		
Email:	malia.abril@hpe.com		
Correspondent Name:	Malia Abril		
Address Line 1:	3000 Hanover Street, ms 1051		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Malia Abril		
SIGNATURE:	/Malia Abril/		
DATE SIGNED:	12/13/2017		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment"), effective as of May 19, 2017 (the "Effective Date"), is entered into by and between **SimpliVity Corporation** ("Assignor"), a Delaware corporation with a place of business at 3000 Hanover Street, Palo Alto, CA, 94304, United States, and **Hewlett Packard Enterprise Development LP**, a limited partnership organized under the laws of Texas, with a principal office and place of business at 11445 Compaq Center Drive West, Houston, TX 77707 ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Assignment Agreement dated May 15, 2017 (the "Agreement"), pursuant to which Assignor assigned to Assignee all rights, title, and interests in and to the registrations and applications for the trademarks, service marks, designs, logos, trade dress, and other source identifiers scheduled in Exhibit A, together with any and all common law rights of Assignor in the trademarks, service marks, designs, logos, trade, dress, and other source identifiers that are the subject of such registrations and applications (collectively referred to as the "Trademarks");

WHEREAS, pursuant to the Agreement, Assignee acquired all right, title, and interest in and to the Trademarks, and the goodwill associated with the Trademarks;

WHEREAS, the Parties wish to record such acquisition; and

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

1. Assignor hereby assigns to Assignee all rights, title, and interests, throughout the world, 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 trademark 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 such Trademarks.
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

Trademark Assignment (Short Form)
Between SimpliVity and HPED

the same as would have been held and enjoyed by Assignor had this Assignment not been made.

3. Assignor will, and will ensure that any other necessary party will, execute all such documents and do all such acts and things as may be required by Assignee for securing and perfecting the assignment of the Trademarks in accordance with this Assignment.
4. This Assignment will 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 will be deemed an original, but all of which together will constitute one and the same instrument. This Assignment may be executed by facsimile or .pdf signature, and a facsimile or .pdf signature will constitute an original for all purposes.

[Signatures to Follow]

Trademark Assignment (Short Form)
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IN WITNESS WHEREOF the Parties have executed this Assignment by their duly authorized representatives as of the Effective Date:

SimpliVity Corporation

Rishi Varma

Signature

Rishi Varma

Printed Name

Director

Title

May 18, 2017

Date

Hewlett Packard Enterprise Development LP
By: Enterprise DC Holdings LLC, its
General Partner

Rishi Varma

Signature

Rishi Varma

Printed Name

Manager

Title

May 18, 2017

Date

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Between SimpliVity and HPED*

EXHIBIT A

Country	Mark	Application Number	Registration Number
United states	GLOBAL FEDERATED ARCHITECTURE	86/017,642	4,664,967
Brazil	OMNICUBE	84036678	840367678
Canada	OMNICUBE	1606599	TMA878673
India	OMNICUBE	2443021	1366241
International Register	OMNICUBE	1147134	1147134
United states	OMNICUBE	85/654,373	4,408,155
Brazil	OMNISTACK	840368593	
Canada	OMNISTACK	1606598	TMA885863
India	OMNISTACK	2443022	
International Register	OMNISTACK	1147135	1147135
United states	OMNISTACK	85/654,383	4,593,369
Brazil	RapidDR	912186038	
Canada	RapidDR	1818947	
India	RapidDR	3461641	
International Register	RapidDR	1342049	1342049
United states	RapidDR	87/110,515	
Brazil	REFLEXIVE STORAGE	830799184	
Brazil	REFLEXIVT	830798706	
United states	SIMPLIVITY THE DATA VIRTUALIZATION COMPANY	85/364,103	4,667,869
Brazil	SIMPLI	831292806	
India	SIMPLI	2254568	1339864
United states	SIMPLI	86/651,353	
Brazil	SimpliVity	831266473	831266473
Canada	SimpliVity	1549938	TMA886880
China	SimpliVity	14068726	
India	SimpliVity	2228173	
International Register	SimpliVity	1114198	1114198
United states	simpli vity	86/078,773	4,559,124
United states	SimpliVity	77/773,720	4,368,790

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Country	Mark	Application Number	Registration Number
United states	✓ 	86/078,766	4,683,528
China	SimpliVity OmniStack	16702791	16702791
Canada	SIMPLIVITY, THE DATA VIRTUALIZATION COMPANY	1558385	TMA892,469
India	SimpliVity, the Data Virtualization Company	2261487	
International Register	SimpliVity, the Data Virtualization Company	1108125	1108125
Brazil	SIMPLIVITY, THE DATA VIRTUALIZATION COMPANY and Design	831296178	831296178
Brazil	SIMPLIVT	830489460	830489460
India	SIMPLIVT	1904312	1904312
International Register	SVT	1296789	1296789
United states	SVT	86/766,801	
India	ZERO WORK TO RECOVERY	2033632	