

900475432 11/27/2018

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM499579

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

10/26/2018 Malia Abril

Name	Formerly	Execution Date	Entity Type
Plexxi Inc.		10/29/2018	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<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

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	4534500	AFFINITY NETWORKING
Registration Number:	4738177	LIGHTRAIL
Registration Number:	4587803	PLEXXI
Registration Number:	4611342	PLEXXI
Registration Number:	4242713	PLEXXI
Registration Number:	4242714	PLEXXI
Registration Number:	5376754	PLEXXI HCN
Registration Number:	4242715	XX

**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:** 650.258.7589  
**Email:** malia.abril@hpe.com  
**Correspondent Name:** Malia Abril  
**Address Line 1:** 3000 Hanover Street, ms 1051  
**Address Line 4:** Palo Alto, CALIFORNIA 94304

<b>NAME OF SUBMITTER:</b>	Malia Abril
<b>SIGNATURE:</b>	/Malia Abril/

CH \$215.00 4534500

<b>DATE SIGNED:</b>	11/27/2018
<b>Total Attachments: 4</b> source=TM Assignment Plexxi to HPED 29Oct2018#page1.tif source=TM Assignment Plexxi to HPED 29Oct2018#page2.tif source=TM Assignment Plexxi to HPED 29Oct2018#page3.tif source=TM Assignment Plexxi to HPED 29Oct2018#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (together with Schedule A, this "Agreement") is made and entered into effective as of the 29<sup>th</sup> of October, 2018 (the "Effective Date") by and between **Plexxi Inc.**, a corporation organized under the laws of the State of Delaware with a principal place of business at 3000 Hanover Street, Palo Alto, CA, 94304, United States ("Assignor"), and **Hewlett Packard Enterprise Development LP**, a limited partnership organized under the laws of the State of Texas with a principal place of business at 11445 Compaq Center Drive West, Houston, Texas 77070, United States ("Assignee"). Assignor & Assignee are referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, Assignor owns the trademark applications and registrations identified in the attached Schedule A (collectively referred to as the "Trademarks");

**WHEREAS**, Assignor and Assignee are parties to that certain Plan of Merger dated October 26, 2018, pursuant to which, Assignor agreed to transfer to Assignee, and Assignee agreed to acquire, all right, title and interest in and to the Trademarks, the trademark goodwill associated with such Trademarks, and all registrations and applications for registration thereof, and the Parties wish to record such acquisition.

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

1. Assignor does hereby assign, transfer, set over, and deliver to Assignee all of the Assignor's rights, title, and interests, in and to:
  - (a) the Trademarks, including 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;
  - (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
  - (e) all prosecution history files for such Trademark registrations and applications for trademark registration in the possession of Assignor, as well as records, prototypes, specimens, and materials contained in such files.

2. Assignor hereby authorizes and requests the competent authorities to record this Agreement 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 Agreement 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 Assignee to perfect in Assignee the foregoing rights, title and interests.
4. This Agreement will be binding upon the parties and their successors and 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 or .pdf signature, and a facsimile or .pdf 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)*

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

By: Casey Daum Nakata  
(Signature)

Casey Nakata  
(Name)

Chief Trademark and Copyright  
Counsel  
(Title)

Oct 26, 2018  
(Execution Date)

**Plexxi Inc.**





By: Sergio E. Letelier  
(Signature)

Sergio E. Letelier  
(Name)

Director, President and Secretary  
(Title)

Oct 26, 2018  
(Execution Date)

**SCHEDULE A**

<b>Jurisdiction</b>	<b>Mark Name</b>	<b>Mark Image</b>	<b>International Classes</b>	<b>Application Number</b>	<b>Registration Number</b>
United States	<b>AFFINITY NETWORKING</b>		9	85842657	4534500
United States	<b>LIGHTRAIL</b>		9	86376227	4738177
United States	<b>PLEXXI</b>		37, 42	86134025	4587803
United States	<b>PLEXXI</b>		41	86134006	4611342
United States	<b>PLEXXI</b>		9	85267320	4242713
United States	<b>PLEXXI (and design)</b>		9	85267337	4242714
United States	<b>PLEXXI HCN</b>		9	87314630	5376754
United States	<b>XX Crosshatch Design</b>		9	85267353	4242715
EUIPO	<b>AFFINITY NETWORKING</b>		9, 42	011949708	011949708
EUIPO	<b>LIGHTRAIL</b>		9	013755491	013755491
EUIPO	<b>PLEXXI (and design)</b>		9, 42	011949898	011949898
EUIPO	<b>PLEXXI</b>		42	011976784	011976784
EUIPO	<b>PLEXXI</b>		37, 41, 42	012875001	012875001
EUIPO	<b>PLEXXI</b>		9	010233245	010233245
United States	<b>XX Crosshatch Design</b>		9, 42	011949807	011949807
Japan	<b>PLEXXI</b>		9	2011-066131	5463617