

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlueData Software, Inc.		04/30/2019	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:	4937332	BLUEDATA	
Registration Number:	4796265		
Registration Number:	5209705	EPIC (ELASTIC PRIVATE INSTANT CLUSTERS)	
Registration Number:	5087120	ELASTICPLANE	
Registration Number:	5375589	DATATAP	
Registration Number:	5087121	IOBOOST	
Registration Number:	4985462	BLUEDATA	
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:	6280 America Center Drive		
Address Line 2:	MS SJQ L6-021		
Address Line 4:	San Jose, CALIFORNIA 95002		
NAME OF SUBMITTER:	Malia Abril		
SIGNATURE:	/Malia Abril/		
DATE SIGNED:	06/13/2019		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (together with Schedule A, this "Agreement") is made and entered into effective as of the **30th of April, 2019** (the "Effective Date") by and between **BlueData Software, Inc.**, a corporation organized under the laws of the State of Delaware with a principal place of business at 6280 America Center Drive, San Jose, CA 95002, 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 and 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 that certain BlueData Trademark and Licensor Rights Assignment Agreement dated April 30, 2019, pursuant to which Assignor transferred to Assignee, all rights, title, and interests in and to the Trademarks, together with 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

DocuSigned by:
Brett G. Alten
By: 74BDF68E0A8445B...
(Signature)

Brett G. Alten
(Name)

Manager
(Title)

4/30/2019
(Execution Date)

BlueData Software, Inc.

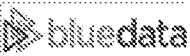

DocuSigned by:
Sergio E. Letelier
By: B0A01F052D4A445...
(Signature)

Sergio E. Letelier
(Name)

Director, President and Secretary
(Title)

5/1/2019
(Execution Date)

SCHEDULE A

Jurisdiction	Mark	Application Number	Registration Number
United States		86263537	4937332
United States	BLUEDATA	86978961	4985462
United States	DataTap	86396268	5375589
United States	ElasticPlane	86396182	5087120
United States	EPIC (ELASTIC PRIVATE INSTANT CLUSTERS)	86324004	5209705
United States	IOBoost	86396298	5087121
United States		86263543	4796265