# CH \$40.00 5697

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM529200

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hewlett Packard Enterprise Company		06/25/2019	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: 1**

Property Type	Number	Word Mark
Registration Number:	5697757	RAPIDDR

## **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:** 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:	06/25/2019

#### **Total Attachments: 6**

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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 25th day of June 2019 (the "Effective Date") by and between Hewlett Packard Enterprise Company, a corporation organized under the laws of the State of Delaware with a principal place of business at 6280 America Center Drive, San Jose, California, 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 registration identified in the attached Schedule A (collectively referred to as the "Trademark");

WHEREAS, Assignor and Assignee desire to enter into this Agreement to effect the transfer and assignment of the Trademark to Assignee;

**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 Trademark, including the registration, all renewals of such registration, and all common law rights therein;
  - (b) the trademark goodwill of the business symbolized by such Trademark;
  - (c) the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such Trademark;
  - (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 Trademark; and
  - (e) all prosecution history files for such 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 Trademark 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 Company	Hewlett Packard Enterprise Development LI By: Enterprise DC Holdings LLC, its General Partner	
Вус	By:	
(Signature)	(Signature)	
Sergio Letelier	Andrew Stern	
(Name)	(Name)	
Vice President and Deputy General		
Counsel	Trademark Attorney	
(Title)	(Title)	
June 25 2019	€ /25 / / P	
(Execution Date)	(Everytion Dub)	

# SCHEDULE A

Jurisdiction	Mark Name	Registration Number
United States	RAPIDDR	5,697,757

## **ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
COUNTY OF SANTA CLARA )
On June 25, 209 before me, Wai Yee Linda Leung, Notary Public,
personally appeared Sergio Letelier, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

(Seal)

TRADEMARK REEL: 006677 FRAME: 0867

WAI YEE LINBA LEUNG Notary Public - California Santa Clara County Commission # 2256665 My Comm. Expires Aug 31, 2022

# STATE OF New Jersey: COUNTY OF Union:

Before me, a Notary Public in and for said County and State, personally appeared Andrew Stern who acknowledged that he did sign the forgoing instrument and that the same is his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Berkeley Heights, New Jersey, this 25<sup>th</sup> day of June, 2019.

AMANTHA M. SHARSHAN

A Notary Public of New Jersey My Commission Expires November 19, 2019

> TRADEMARK REEL: 006677 FRAME: 0868

**RECORDED: 06/25/2019**