

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MapR (ABC), LLC		08/02/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4143057	MAPR	
<b>Registration Number:</b>	5302140	OJAI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6502587589		
<b>Email:</b>	malia.abril@hpe.com		
<b>Correspondent Name:</b>	Malia Abril		
<b>Address Line 1:</b>	6280 America Center Drive		
<b>Address Line 2:</b>	MS SJQ L6-021		
<b>Address Line 4:</b>	San Jose, CALIFORNIA 95002		
<b>NAME OF SUBMITTER:</b>	Malia Abril		
<b>SIGNATURE:</b>	/Malia Abril/		
<b>DATE SIGNED:</b>	09/13/2019		
<b>Total Attachments: 7</b>			
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**EXHIBIT 5.2 (iii)**

**TO ASSET PURCHASE AGREEMENT**

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is made as of August 3, 2019, by and among MapR (ABC), LLC, a California limited liability company (“Seller”), as Assignee for the Benefit of Creditors of MapR Technologies, Inc., a Delaware corporation, Hewlett Packard Enterprise Development LP, a Texas limited partnership (“HPE Development”) and MapR Technologies, Inc., a Delaware Corporation (“Assignor”). Seller and Hewlett Packard Enterprise Company, a Delaware Corporation and affiliate of HPE Development (“Buyer”) are parties to a certain Asset Purchase Agreement dated as of the date hereof, (the “Asset Purchase Agreement”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the General Assignment, on June 24, 2019, Assignor transferred to Seller, and Seller acquired from Assignor, all of Assignor’s rights, title and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the “Marks”), together with any and all goodwill symbolized by or associated with the Marks;

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Seller has agreed to sell to HPE Development, and HPE Development has agreed to acquire from Seller, all of Seller’s rights, title and interest in and to the Marks, together with any and all goodwill symbolized by or associated with the Marks; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller’s right, title and interest in and to the Marks to HPE Development;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and HPE Development agree as follows:

1. Assignor hereby acknowledges and affirms that, pursuant to the terms of the General Assignment, it assigned, transferred and conveyed to Seller all of its rights, title and interest in and to the Marks together with any and all goodwill symbolized by or associated with the Marks, all rights to all income, royalties, damages and payments due and/or payable with respect to any of the Marks or any other rights, title or interests assigned thereunder and all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost profits) or to seek other relief, for infringements or misappropriations of any of the Marks or any other rights, title or interests assigned thereunder, as well as the right to take over and continue any and all existing suits related to any of the foregoing.

2. Seller hereby assigns, transfers and conveys to HPE Development all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Seller’s business symbolized by or associated with the Marks.

3. Seller further assigns, transfers and conveys to HPE Development all rights to all income, royalties, damages and payments now or hereafter due and/or payable with respect to any of the Marks or any other rights title or interests assigned hereunder and all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost profits) or seek other relief, for infringements or misappropriations of any of the Marks or any other rights, title or interests assigned hereunder, as well as the right to take over and continue any and all existing suits related to any of the foregoing.

4. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

5. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

7. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

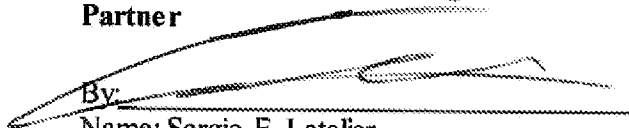
8. On, and from time to time after, the date hereof, and/or Assignor shall take such actions and shall execute and deliver, or cause to be executed and delivered, such other instruments so as to enable HPE Development to prosecute, maintain, enforce and defend any of the rights, title or interests assigned hereunder or otherwise to fulfill and implement the terms of this Assignment, to vest in HPE Development the Marks or any of the other rights, title or interests assigned to HPE Development herein, or otherwise to enable HPE Development to realize the benefits intended to be afforded hereby.

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**HPE DEVELOPMENT:**

**Hewlett Packard Enterprise Development LP, a  
Texas limited partnership**

**By: Enterprise DC Holdings LLC, its General  
Partner**

By:   
Name: Sergio E. Letelier  
Title: Manager

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally, \_\_\_\_\_,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and acknowledged to me that he or she executed  
the same in his or her authorized capacity, and that by his or her signature on the instrument the  
person, or the entity upon behalf of which the person acted, executed this instrument.

\_\_\_\_\_  
Notary Public

*see attached acknowledgement*

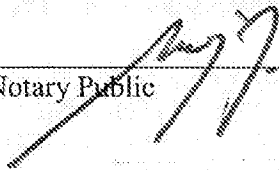


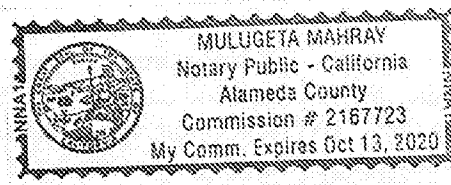
**SELLER:**

**MAPR, (ABC) LLC, a California limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of MapR Technologies, Inc.**

By:   
Name: David Miller  
Title: Manager


On this 2<sup>nd</sup> day of August 2019, before me personally, Mulugeta Mahray personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

  
Notary Public

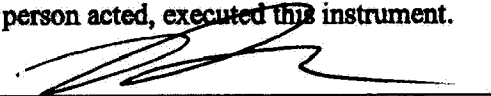


**ASSIGNOR:**

**MapR Technologies, Inc., a Delaware corporation**

By:   
Name: David H. Greenberg  
Title: Vice President, Legal

On this 2 day of Aug, 2019, before me personally, David H. Greenberg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

  
\_\_\_\_\_  
Notary Public





Schedule A  
To Trademark Assignment

Marks

Jurisdiction	Mark	Application No.	Registration No.
China	MAPR	9395436	9395436
European Union	MAPR	9912627	9912627
United States	CONVERGE-X	87590762	
United States	MAPR	77852751	4143057
United States	MAPR ORBIT	87577520	
United States	OJAI	86838119	5302140