

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Peak Systems, Inc.		10/27/2021	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: 8			
Property Type	Number	Word Mark	
Serial Number:	87768397	UNITY BOOST	
Serial Number:	87676186	FIRST-PACKET IQ	
Serial Number:	87768391	UNITY EDGECONNECT	
Serial Number:	87768394	UNITY ORCHESTRATOR	
Serial Number:	87768399	WANSPEAK	
Serial Number:	87772747		
Serial Number:	87768388	SILVER PEAK	
Serial Number:	78537443	SILVER PEAK	
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>			
Email:	trademarkparalegals@hpe.com		
Correspondent Name:	Anastasia Kerrick		
Address Line 1:	200 Connell Drive		
Address Line 2:	5th Floor		
Address Line 4:	Berkeley Heights, NEW JERSEY 07922		
NAME OF SUBMITTER:	Anastasia Kerrick		
SIGNATURE:	/Anastasia Kerrick/		

CH \$215.00 87768397

DATE SIGNED:

03/17/2022

Total Attachments: 9

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Trademark Assignment (Short Form)

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of October 27, 2021, by and between **SILVER PEAK SYSTEMS, INC.**, a corporation organized under the laws of the State of Delaware, United States of America, with its principal place of business at 4500 Great America Parkway, Suite 100, Santa Clara, CA 95054, United States of America ("Assignor") and **HEWLETT PACKARD ENTERPRISE DEVELOPMENT LP**, a limited partnership organized under the laws of the State of Texas, United States of America, with a principal office and place of business at 11445 Compaq Center Drive West, Houston, TX 77070, United States of America ("Assignee") (collectively referred to as the "Parties").

WHEREAS, Assignor and Assignee are parties to that certain Silver Peak Intellectual Property and Trademarks Assignment Agreement by and between Assignor and Assignee dated as of October 27, 2021 (the "Agreement"), pursuant to which Assignor has assigned all right, title, and interest in the trademark registrations and applications identified in the attached Schedule A, together with any and all common law rights of Assignor in the trademarks that are the subject of such registrations and applications (collectively referred to as the "Trademarks"); and

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title, and interest in and to the Trademarks, and the goodwill associated with the Trademarks, and the Parties wish to record such acquisition.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 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;
 - (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

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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.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

<p>Silver Peak Systems, Inc.</p> <p>By: <u></u></p> <p>Date: <u>03/15/2022</u></p> <p>Name: Andrew Stern</p> <p>Title: Trademark Attorney</p>	<p>Hewlett Packard Enterprise Development LP</p> <p>By: Enterprise DC Holdings LLC, its General Partner</p> <p>By: <u><i>Anastasia Kerrick</i></u></p> <p>Date: <u>03/15/2022</u></p> <p>Name: Anastasia Kerrick</p> <p>Title: Trademark Attorney</p>
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