

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787206

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | RESUBMISSION                                       |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                       |
| <b>RESUBMIT DOCUMENT ID:</b>  | 900747535  |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>    |
| TidalScale, Inc.  |  | 12/13/2022            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Hewlett Packard Enterprise Development LP          |                       |                       |
| <b>Street Address:</b>  | 1701 East Mossy Oaks Road                          |                       |                       |
| <b>City:</b>  | Spring   |                       |                       |
| <b>State/Country:</b>   | TEXAS  |                       |                       |
| <b>Postal Code:</b>   | 77389  |                       |                       |
| <b>Entity Type:</b>   | Limited Partnership: TEXAS                         |                       |                       |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 87492514   | WAVERUNNER            |                       |
| <b>Serial Number:</b>   | 87810067   | WAVEWATCHER           |                       |
| <b>Serial Number:</b>   | 90852901   | TIDALGUARD            |                       |
| <b>Serial Number:</b>   | 90870409   | WAVEWATCHER           |                       |
| <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>   | 9082889231   |                       |                       |
| <b>Email:</b>   | trademarkparalegals@hpe.com                        |                       |                       |
| <b>Correspondent Name:</b>  | Andrew Stern                                       |                       |                       |
| <b>Address Line 1:</b>  | 200 Connell Drive                                  |                       |                       |
| <b>Address Line 2:</b>  | 5th floor  |                       |                       |
| <b>Address Line 4:</b>  | Berkeley Heights, NEW JERSEY 07922                 |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Andrew Stern                                       |                       |                       |
| <b>SIGNATURE:</b>   | /Andrew Stern/                                     |                       |                       |
| <b>DATE SIGNED:</b>   | 02/15/2023   |                       |                       |
| <b>Total Attachments: 6</b>   |  |                       |                       |

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## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is made as of December 14, 2022, by and among TidalScale, Inc., a Delaware corporation with its address at 24319 Monterra Woods Road, Monterey, California 93940 (“*Seller*”), and Hewlett Packard Enterprise Development LP, a Texas limited partnership with its address at 1701 East Mossy Oaks Road, Spring, Texas 77389 (“*HPE Development*”).

WHEREAS, Seller and Hewlett Packard Enterprise Company, a Delaware corporation and affiliate of HPE Development (“*Purchaser*”), are parties to that certain Asset Purchase Agreement dated as of December 12, 2022 (the “*Asset Purchase Agreement*”).

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 right, title, and interest in and to the trademarks and/or service marks and the registrations and applications thereof identified in Schedule A attached hereto (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. Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.
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 right, title, or interest 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, dilution, misappropriations, misuse or other violations of any of the Marks or any other right, title, or interest 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 Purchaser 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. Seller hereby authorizes HPE Development to record this Trademark Assignment with the United States Trademark Office and all applicable foreign trademark offices.

6. 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.

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

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


9. On, and from time to time after, the date hereof, Seller 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 right, title, or interest assigned hereunder or otherwise to fulfill and implement the terms of this Trademark Assignment, to vest in HPE Development the Marks or any other right, title, or interest assigned to HPE Development herein, or otherwise to enable HPE Development to realize the benefits intended to be afforded hereby.

[REMAINDER OF PAGE LEFT BLANK]

**HPE DEVELOPMENT:**

Hewlett Packard Enterprise Development LP, a  
Texas limited partnership

By: Enterprise DC Holdings LLC, its General  
Partner

By:   
Name: Jonathan Sturz  
Title: Manager

On this 14 day of ~~December~~ December 2022, before me personally, Jonathan Sturz,  
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.



Latania Richardson  
Comm. #GG979339  
Expires: Aug. 16, 2024  
Bonded Thru Aaron Notary

  
Notary Public

**SELLER:**

**TidalScale, Inc., a Delaware corporation**

By: \_\_\_\_\_

Name: Gary Smerdon

Title: CEO

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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  
For Notary**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 5 1189

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.

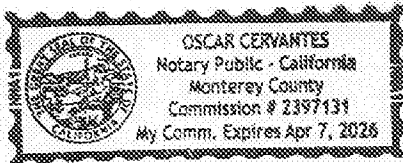
State of California

County of Monterey }

On December 13, 2022 before me, Oscar Cervantes, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Grant Joe Smerdon  
Name(s) of Signer(s)

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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark Assignment

Document Date: Signed 12-13-2022 Number of Pages:       

Signer(s) Other Than Named Above:

Schedule A  
To Trademark Assignment

Marks

The following trademark applications and registrations:

| <b>Jurisdiction</b> | <b>Mark</b> | <b>Serial No.</b> | <b>Registration No.</b> |
|---------------------|-------------|-------------------|-------------------------|
| U.S.                | WaveRunner  | 87492514          | 5425224                 |
| U.S.                | WaveWatcher | 87810067          | 5651373                 |
| U.S.                | TidalGuard  | 90852901          |                         |
| U.S.                | WaveWatcher | 90870409          |                         |

The following common law trademarks:

1. TIDALSCALE

2. TIDALSCALE SOFTWARE-DEFINED SERVERS (and design)

**TidalScale**  
Software-Defined Servers