

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI172198

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900836002		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microsoft Corporation		12/07/2023	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Company Name:	Eclipse Foundation AISBL		
Street Address:	Rond Point Schuman 11, 1040		
City:	Brussels		
State/Country:	BELGIUM		
Entity Type:	Non-Profit Association: BELGIUM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2980487	FILEX	
Registration Number:	5660526	GUIX	
Registration Number:	2137954	THREADX	
Registration Number:	3486023	TRACE X	
Registration Number:	5506438	USBX	
Registration Number:	5831266	NETX DUO	
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:	2489614829		
Email:	jbentley@daymarklegal.com		
Correspondent Name:	Jaron Bentley		
Address Line 1:	16409 Red Fox Trl		
Address Line 4:	Linden, MICHIGAN 48451		
NAME OF SUBMITTER:	Jaron Bentley		
SIGNATURE:	Jaron Bentley		
DATE SIGNED:	04/17/2024		
Total Attachments: 8			

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This agreement (the "**Agreement**") is by and between:

- (A) Microsoft Corporation, having its registered office at One Microsoft Way, Redmond, WA 98052 ("**Assignor**") and
- (B) Eclipse Foundation AISBL, having its registered office at Rond Point Schuman 11, 1040 Brussels, Belgium and registered with the Crossroads Bank for Enterprises under number 0760.624.114 ("**Eclipse**")

and is effective as of the 7th day of December, 2023 (the "**Effective Date**").

Assignor and Eclipse may also be referred to herein, collectively, as "Parties" and, individually, as a "Party".

WHEREAS, Assignor is the owner of certain registered and/or unregistered trademarks, or distinctive signs which may be protected by intellectual property rights and are identified in Exhibit A (the "**Trademarks**") and of certain domain names also identified in Exhibit A (the "**Domain Names**");

WHEREAS, Assignor is desirous of Eclipse to initiate a project or working group with a name based on the Trademarks (the "**Project Initiation**");

WHEREAS, to accommodate the Project Initiation, Assignor desires to transfer all of Assignor's rights, titles and interests in and to the Trademarks to Eclipse and to thereafter have certain non-exclusive continuing usage rights of the Trademarks;

WHEREAS, to accommodate the Project Initiation, the Parties may mutually agree to have any related Domain Names initially redirect to a URL designated by Eclipse and that the Domain Names are subsequently transferred to Eclipse;

WHEREAS, the intent is for Eclipse to be the owner of all trademarks, brands, and domain names on behalf of both Eclipse and Eclipse.org Foundation, Inc.; and Eclipse and Eclipse.org Foundation, Inc. share full rights between them to the use of all trademarks and brands that are under Eclipse's ownership, which will include the Trademarks and Domain Names being transferred by Assignor.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Trademark Assignment. Assignor irrevocably assigns, grants and transfers to Eclipse, all of Assignor's worldwide rights, titles, and interests in and to the Trademarks, including any common law rights that may exist in the Trademarks, and any trademark registrations and applications that may exist covering the Trademarks, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademarks, the same to be held and enjoyed by Eclipse for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (the "Assignment").

2.



3.



4.



5.



[REDACTED]

6.

[REDACTED]

7.

[REDACTED]

8.

[REDACTED]

9.

[REDACTED]

10. [REDACTED]

a. [REDACTED]

b. [REDACTED]

c. [REDACTED]

If to Assignor: Microsoft Corporation
[REDACTED]

If to Eclipse: Eclipse Foundation AISBL
[REDACTED]

d. [REDACTED]

[REDACTED]

e.

[REDACTED]

f.

[REDACTED]

g.

[REDACTED]

h.

[REDACTED]

i.

[REDACTED]

Each Party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their authorized representatives.

ASSIGNOR NAME: Microsoft Corporation

Dated: December 7, 2023

Signature: *Bernardo Caldas*

Name: Bernardo Caldas

Title: Corporate Vice President,
Azure Edge Product Manager

ECLIPSE FOUNDATION AISBL

Dated: December 7, 2023

Signature: *Paul White*

Name: Paul White

Title: Secretary/Treasurer

Exhibit A

1. Trademarks:

Registered

Reproduction of the Mark	Serial No.	Filing Date	Reg. No.	Jurisdiction of Registration	Reg. Date	International classification of goods and services (Nice classification)
FILEX	76556150	Nov 3 2003	2980487	USA	Aug 2 2005	9
GUIX	87948650	Jun 5 2018	5660526	USA	Jan 22 2019	9
NETX DUO	87948728	Jun 5 2018	5831266	USA	Aug 13 2019	9
THREADX	75163591	Sep 10 1996	2137954	USA	Feb 17 1998	9
THREADX	IR 851621	Dec 29 2004	IR 0851621	WIPO	Dec 29 2004	9
THREADX	IR 851621	Dec 29 2004	IR 851621	Australia	Dec 29 2004	9
THREADX	IR 851621	Dec 29 2004	IR 851621	China	Dec 29 2004	9
THREADX	IR 851621	Dec 29 2004	IR 851621	EUTM	Dec 29 2004	9
THREADX	IR 851621	Dec 29 2004	IR 851621	Israel	Dec 29 2004	9
THREADX	IR 851621	Dec 29 2004	IR 851621	Japan	Dec 29 2004	9
THREADX	IR 851621	Dec 29 2004	IR 851621	Republic of Korea (South)	Dec 29 2004	9
THREADX	IR 851621	Dec 29 2004	IR 851621	Singapore	Dec 29 2004	9
THREADX	UK008IR851621	Dec 29 2004	UK008IR851621	UK	Dec 29 2004	9
TRACE X	77249860	Aug 8 2007	3486023	USA	Aug 12 2008	9
USBX	87530462	Jul 17 2017	5506438	USA	Jul 3 2018	9

Unregistered

GUIX STUDIO

LEVELX

2.

