

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EMC Corporation	04/10/2013
RECEIVING PARTY DATA	
Name:	GoPivotal, Inc.
Street Address:	1900 S. Norfolk Street, Suite 125
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94403
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13371333
CORRESPONDENCE DATA	
Fax Number:	6503262799
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 326-2701
Email:	Byoung@young-iplaw.com
Correspondent Name:	Barry N. Young
Address Line 1:	P.O. Box 61197
Address Line 4:	Palo Alto, CALIFORNIA 94306
ATTORNEY DOCKET NUMBER:	G003-1619US/EMC-11-836
NAME OF SUBMITTER:	Barry N. Young
Signature:	/Barry N. Young/
Date:	05/23/2013
Total Attachments: 5 source=Assg#page1.tif source=Assg#page2.tif source=Assg#page3.tif source=Assg#page4.tif source=1619 Sched 1#page1.tif	

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ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS

THIS ASSIGNMENT ("IP Assignment") is made and entered into as of April 10, 2013 (the "Effective Date"), by and among (a) GoPivotal, Inc. a corporation organized and existing under the laws of Delaware (the "Company"), and (b) EMC Corporation, a corporation organized and existing under the laws of the Commonwealth of Massachusetts (the "Assignor"). Each of the foregoing is referred to as a "Party" and together as the "Parties.". Certain capitalized terms used but not defined in this Agreement have the meanings set forth in the IP Agreement.

WHEREAS, the Company, Assignor and EMC Corporation, a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("EMC"), or their respective Affiliates, are parties to that certain Contribution Agreement dated as of April 1, 2013 (the "Contribution Agreement") and that certain Intellectual Property Agreement dated as of April 1, 2013 (the "IP Agreement"), and pursuant to the terms and conditions of the IP Agreement, the Parties are entering into this IP Assignment;

WHEREAS, the Assignor owns certain patents and patent applications which are listed on attached Schedule 1 ("Assigned Patents"), certain registrations and applications of trademarks and service marks which are listed on attached Schedule 2 ("Assigned Trademarks"), certain Internet domain name registrations which are listed on attached Schedule 3 ("Assigned Domain Names"), and certain copyright registrations which are listed on attached Schedule 4 ("Assigned Copyrights") and together with the Assigned Patents, Assigned Trademarks and Assigned Domain Names, the "Assigned IP";

WHEREAS, in accordance with and subject to the terms and conditions of this Agreement, (a) Assignor desires to assign to the Company the Assigned IP, and (b) the Company desires to receive such assignment;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this IP Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the applicable Assignor hereby assigns to the Company, all of its right, title and interest in and to each item of Assigned IP owned by such Assignor, including such goodwill associated therewith, in each case solely to the extent set forth in the IP Agreement.

The applicable Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, the applicable empowered official of the United States Copyright Office, and the empowered officials of any other applicable offices and governments, and the applicable domain name registrars, to issue or transfer each item of Assigned IP owned by such Assignor to the Company, as assignee thereof.

The Company and Assignor hereby acknowledge and agree that this IP Assignment is being entered into solely to effect the transactions contemplated in, and is subject in all respects to, the IP Agreement and Contribution Agreement, and this IP Assignment does not and shall not limit, expand or otherwise alter any right, obligation or liability under the IP Agreement or

Contribution Agreement. To the extent of any conflict between the terms and conditions of this IP Assignment and those of the IP Agreement or Contribution Agreement, the terms and conditions of the IP Agreement or Contribution Agreement, as applicable, shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be duly executed as of the day and year first above written.

Signed at Hopkinton, Massachusetts, this 10th day of April, 2013.

EMC CORPORATION

GOPIVOTAL, INC.

By: _____
Paul T. Dacier

By: Andrew S. Cohen
Andrew S. Cohen

Title: Executive Vice President
and General Counsel

Title: Vice President and
General Counsel

Date: _____

Date: Apr. 10, 2013

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF Middlesex)

Subscribed and sworn to before me on this 10th day of April, 2013.



Julie D. Parker
Notary Public
Commission Expires: 4/6/2019

