

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nebula, Inc.		05/27/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	OC Acquisition LLC		
Street Address:	500 Oracle parkway		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2392548	NEBULA	
Registration Number:	4419029	NEBULA	
Serial Number:	86392588	ORION ALLIANCE	
Serial Number:	74658975	NEBULA COMPUTER SYSTEMS LIGHT YEARS AHEA	
Serial Number:	75190139	NEBULA COMPUTER SYSTEMS LIGHT YEARS AHEA	
CORRESPONDENCE DATA			
Fax Number:	6508023007		
<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:	6508023000		
Email:	brian.lee@weil.com		
Correspondent Name:	Cristiana Blauth Oliveira		
Address Line 1:	201 Redwood Shores Parkway		
Address Line 4:	Redwood Shores, CALIFORNIA 94065		
ATTORNEY DOCKET NUMBER:	66385.0048/C.BLAUTH-OLIVE		
NAME OF SUBMITTER:	Cristiana Blauth Oliveira		
SIGNATURE:	/Cristiana Blauth Oliveira/		
DATE SIGNED:	05/27/2015		
Total Attachments: 8			

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of May 27, 2015, is entered into by and between Nebula, Inc., a Delaware corporation ("Assignor") and OC Acquisition LLC, a Delaware limited liability company ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement dated May 27, 2015 by and between Assignee, Assignor and the "Seller Representative" named therein (the "Purchase Agreement").

WHEREAS Assignor is the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Trademarks, together with (i) the applications and registrations of the Trademarks, (ii) the goodwill of the business symbolized by and associated with the Trademarks and (iii) all rights, remedies, defenses, Claims (including Claims for refunds or adjustments and Claims for breach of express or implied warranties), recoveries, rights to offset, and causes of action against customers, suppliers, insurers or any other Person, whether known or unknown, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks regardless of whether such rights arise under an Acquired Contract, an Excluded Contract or otherwise. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's

agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

* * * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:
NEBULA, INC.

By: 
Name: Gordon L. Stitt
Its: Chief Executive Officer

STATE OF)
) ss:
COUNTY OF)

On the ____ day of _____ in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared _____, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Notary Public

[Signature page to Assignment of Trademarks]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

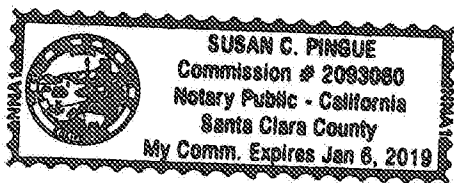
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On May 22, 2015 before me, Susan C. Pingue Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Garbon L. Little
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 Susan C. Pingue
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
Corporate Officer — Title(s): _____
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other: _____
Signer Is Representing: _____

Signer's Name: _____
Corporate Officer — Title(s): _____
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other: _____
Signer Is Representing: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNEE:
OC ACQUISITION LLC

By:  _____
Name: Brian Higgins
Its: Vice President

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____ in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared _____, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Notary Public *see attached certificate*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

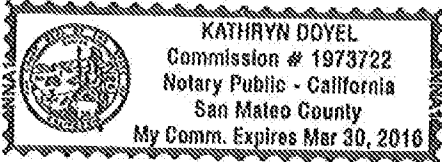
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)
On 21 May 2015 before me, Kathryn Dovel, Notary Public.
Date Here Insert Name and Title of the Officer
personally appeared Brian S. Higgins
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 Kathryn Dovel
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is 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: Assignment of Trademarks Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: Brian S. Higgins
[] Corporate Officer -- Title(s): Vice Pres.
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: OC Acquisition LLC

SCHEDULE A**MARKS**

TRADEMARK	COUNTRY	DATE ISSUED/FILED	SERIAL/APP NO.	STATUS
NEBULA	CANADA	2015-03-31; 2012-01-25	TMA900062; 1561300	Registered
NEBULA	EU	2014-03-20; 2012-01-27	10599108	Registered
NEBULA	US	2000-10-10; 1998-04-22	2392548; 75/472376	Registered
NEBULA	US	2013-10-15; 2011-07-27	4,419,029; 85/381906	Published
NEBULA	CANADA	1999-05-25; 1997-10-23	TMA512167; 0859489	Registered
NEBULA – CAPACITY PLANNING & PERFORMANCE SYSTEM (CPPS)	CANADA	1997-09-30; 1995-02-27	TMA483285; 0776489	Registered
NEBULA – INFORMATION DISTRIBUTION SYSTEM (IDS)	CANADA	1997-09-25; 1995-02-27	TMA482953; 0776487	Registered
NEBULA	INDIA	2001-06-27	1020862	Registered
NEBULA	INDIA	2003-03-31	1187748	Registered
NEBULA – NETWORK MANAGEMENT SYSTEM (NMS)	CANADA	1997-09-23; 1995-02-27	TMA482835; 0776488	Registered

ORION ALLIANCE	US	2014-09-11	86392588	Pending – published for opposition 3/10/15
NEBULA COMPUTER SYSTEMS LIGHT YEARS AHEAD	US	1995-04-11	74/658975	Abandoned
NEBULA COMPUTER SYSTEMS LIGHT YEARS AHEAD	US	1996-10-30	75/190139	Abandoned