

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kingston Technology Corporation		06/01/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hewlett-Packard Development Company, L.P., composed of HPQ Holdings, LLC, a Delaware limited liability company, its general partner		
Street Address:	10300 Energy Drive		
City:	Spring		
State/Country:	TEXAS		
Postal Code:	77389		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	5991731	CHARGEPLAY	
Registration Number:	6206286	CHARGEPLAY CLUTCH	
Registration Number:	5915592	CLOUD ALPHA	
Registration Number:	5576562	CLOUD FLIGHT	
Registration Number:	5019288	CLOUD REVOLVER	
Registration Number:	5277309	CLOUD STINGER	
Registration Number:	5210843	CLOUDX REVOLVER	
Serial Number:	88057392	EASYCAST	
Registration Number:	5800954	HX	
Registration Number:	3456812	HYPER X	
Serial Number:	88224658	HYPERX	
Registration Number:	5800953	HYPERX	
Registration Number:	5800952	HYPERX	
Registration Number:	5330502	HYPERX	
Registration Number:	5211538	HYPERX	
Registration Number:	4162334	HYPERX	
Registration Number:	4316905	HYPERX	
Registration Number:	2848874	HYPERX	

CH \$890.00 5991731

Property Type	Number	Word Mark
Serial Number:	90602983	HYPERX ALLOY MKW100
Registration Number:	5985727	HYPERX ALLOY ORIGINS
Registration Number:	5915719	HYPERX CLOUD MIX
Registration Number:	6102956	HYPERX CLOUD ORBIT
Serial Number:	90618804	HYPERX CLUTCH
Serial Number:	90738173	HYPERX DUOCAST
Registration Number:	6381792	HYPERX PULSEFIRE HASTE
Registration Number:	4721431	HYPERX SKYN
Serial Number:	87854116	NG
Registration Number:	5933070	NG NGENUITY
Registration Number:	5723822	PULSEFIRE
Registration Number:	6043628	PULSEFIRE DART
Registration Number:	6043629	PULSEFIRE RAID
Registration Number:	5892564	QUADCAST
Registration Number:	6412065	SOLOCAST
Registration Number:	6169633	WE'RE ALL GAMERS.
Registration Number:	5892346	WE'RE ALL GAMERS.

CORRESPONDENCE DATA

Fax Number:

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.

Email: hptrademarks@hp.com

Correspondent Name: Randall J. Collins

Address Line 1: 1501 Page Mill Road

Address Line 4: Palo Alto, CALIFORNIA 94304

NAME OF SUBMITTER:	Randall J. Collins
SIGNATURE:	/Randall J. Collins/
DATE SIGNED:	12/10/2021

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made as of June 1, 2021 (the “Effective Date”), by and between Kingston Technology Corporation, a California corporation (“Assignor”), and Hewlett-Packard Development Company, L.P., a Texas limited partnership (“Assignee”). All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 22, 2021, by and between Assignor and HP Inc., a Delaware corporation (“Purchaser”) (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, the Trademarks set forth on Schedule A (the “Assigned Trademarks”); and

WHEREAS, Assignee wishes to acquire from Assignor and its Affiliates, and Assignor and its Affiliates wishes to assign to Assignee, all right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the payments by Purchaser as set out in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the Purchase Agreement, the parties hereto agree as follows:

1. Assignment. Assignor and its Affiliates hereby assign to Assignee all rights, title and interests in and to the Assigned Trademarks, together with the goodwill and common law rights associated therewith, all other corresponding rights secured under the laws of the United States and any foreign country and all claims and rights to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of past, present or future infringement, unauthorized use or other violation of the Assigned Trademarks, including the right to sue for injunctive relief and collect all proceeds and damages therefrom (whether before or after the date hereof), and the right (where applicable) to file applications under the Paris Convention corresponding to or based on any of the applications for the Assigned Trademarks and to claim priority from such applications.

2. Recordation. Assignor and its Affiliates hereby authorize and request the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.

3. Severability. Any term or provision of this Trademark Assignment that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

4. Governing Law. All matters arising out of, relating to or based upon this Trademark Assignment shall be deemed to be made and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.


5. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

6. Relation to Purchase Agreement. In the event of a conflict between the provisions herein and the Purchase Agreement, the Purchase Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed and executed by its undersigned duly authorized officer.

KINGSTON TECHNOLOGY CORPORATION
"Assignor"

By:  _____

Name: David Sun

Title: Vice President, Secretary and Chief Financial Officer

Accepted:

**HEWLETT-PACKARD DEVELOPMENT
COMPANY, L.P.**

**By: HPQ HOLDINGS, LLC, its General
Partner**

“Assignee”

DocuSigned by:

Carolyn E. Knecht

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By: _____

Name: Carolyn Knecht

Title: Manager

[Signature Page to Trademark Assignment Agreement]