

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Openwave Systems, Inc.		10/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Software.com Acquisition Group, LLC		
Street Address:	188 Needham Street		
Internal Address:	Suite 255, Newton		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02464		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2252250	SOFTWARE.COM	
CORRESPONDENCE DATA			
Fax Number:	(310)576-6220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	kenneth.costello@bryancave.com		
Correspondent Name:	Kenneth R. Costello		
Address Line 1:	1290 Avenue of the Americas		
Address Line 2:	Bryan Cave LLP		
Address Line 4:	New York, NEW YORK 10104-3300		
ATTORNEY DOCKET NUMBER:	0203313		
NAME OF SUBMITTER:	Kenneth R. Costello		
Signature:	/kenneth r costello/		
Date:	10/16/2009		

CH \$40.00 2252250

Total Attachments: 3

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TRADEMARK ASSIGNMENT AND QUITCLAIM

WHEREAS, Openwave Systems Inc., a Delaware corporation having its principal place of business in Redwood City, California ("Openwave") has entered into an Domain Name Assignment Agreement with Software.com Acquisition Group, LLC, a Delaware limited liability company (managed by Internet Real Estate Group, LLC) (collectively "IRE"), dated December 27, 2005 (the "Agreement") pursuant to which IRE obtained all rights and interests in the SOFTWARE.COM domain name.

WHEREAS, in connection with the Agreement, Openwave wishes to transfer to IRE all of its rights, title, and interest in the mark SOFTWARE.COM (the "Mark"), including but not limited to United States Trademark Registration No. 2,252,250.

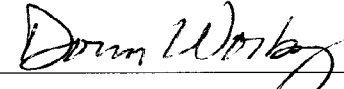
NOW THEREFORE, in consideration of the Agreement and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Openwave does hereby irrevocably and unconditionally assign, release, and quitclaim to IRE all of its right, title, and interest (if and to the extent any) in and to the Mark together with the portion of the goodwill of the business symbolized and associated with the Mark (if and to the extent any) and including the above-referenced United States trademark registration.

Openwave makes no representations or warranties whatsoever with respect to the Mark, including the validity of Openwave's rights in the Mark in any country, and disclaims any and all warranties and conditions that might otherwise be implied by applicable law, including warranties against infringement of third party trademarks and/or similar rights.

Openwave Systems Inc.

Internet Real Estate Group, LLC

By: 

By: 

Name: ANNE BRENNAN
Title: VP - HEAD OF FINANCE
Date: 10.1.2009.

Name: Donn Worby
Title: CFO
Date: 9/28/09

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into effective as of the last date executed below, by and between Openwave Systems Inc., a Delaware corporation having its principal place of business in Redwood City, California ("Openwave"), and Software.com Acquisition Group, LLC, a Delaware limited liability company (managed by Internet Real Estate Group, LLC) (collectively "IRE").

RECITALS

WHEREAS, Openwave has adopted, is using and/or has used as a trademark SOFTWARE.COM (the "Mark") in connection with its business;

WHEREAS, IRE desires to acquire from Openwave any and all right, title and interest (if any) in the Mark together with any goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Within two (2) calendar days of the execution of this Agreement and an original copy by IRE, IRE shall wire payment of Fifteen Thousand Dollars (\$15,000) to Openwave's bank account: Silicon Valley Bank, 3003 Tasman Drive, Santa Clara, CA 95054, Routing and Transit Number: 121140399, Credit Account Number: 3300657950 and shall mail this Agreement and the original copy to Openwave at 2100 Seaport Blvd., Redwood City, CA 94063 ATTN: David Cordeiro.

2. Within two (2) calendar days of receipt of the above-referenced wire payment, executed Agreement and executed original copy, Openwave shall execute the Agreement, the original copy, and the Trademark Assignment and Quitclaim (attached hereto as Exhibit 1), and transmit a scanned (e.g., PDF) copy of the Agreement and the Trademark Assignment and Quitclaim by email and send the Agreement and by Federal Express to 188 Needham Street, Suite 255, Newton, MA 02464.

3. Openwave agrees at IRE's expense and upon reasonable notice to execute any required documents, to provide upon request any required records, and otherwise to cooperate fully with IRE as may be necessary to accomplish the transfer and assignment of any and all right, title, and interest which Openwave or any of its affiliates, subsidiaries, parent companies, owners, or predecessors has or has had in or to the Mark, to record such transfers, and to register the Mark in IRE's name.

4. Openwave makes no representations or warranties whatsoever with respect to the Mark, including the validity of Openwave's rights in the Mark in any country, and disclaims any and all warranties and conditions that might otherwise be implied by applicable law, including warranties against infringement of third party trademarks and/or similar rights.

5. Openwave and its affiliates, subsidiaries, successors, parent companies, owners, and agents, and all persons under their control, shall cease all use of any trade name, trademark, or service mark consisting of or containing the term SOFTWARE.COM, immediately upon the date of execution of this Agreement, and shall use no such name or mark in the future.

6. This Agreement is binding on, and inures to the benefit of, each party and its affiliates, subsidiaries, predecessors, successors, and assigns.

7. This Agreement contains the entire agreement between the parties and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. This Agreement may only be amended or modified by a written agreement signed by both parties.

8. This Agreement shall be interpreted in accordance with and governed by California law.

9. This Agreement 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.

OPENWAVE SYSTEMS INC.



Signature

ANNE BRENNAN

Printed Name

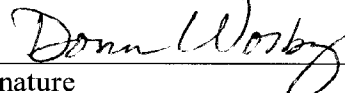
VP - HEAD OF FINANCE

Title

10.1. 2009.

Date

**INTERNET REAL ESTATE GROUP
("IRE"), LLC**



Signature

Donn Worby

Printed Name

CFD

Title

9/28/09

Date