# 41069

# CH \$40.00

### 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
Sven Schreiber		05/29/2009	INDIVIDUAL: GERMANY

#### **RECEIVING PARTY DATA**

Name:	AddressDoctor GmbH
Street Address:	Rontgenstr. 9
City:	67133 Maxdorf
State/Country:	GERMANY
Entity Type:	CORPORATION: GERMANY

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2941069	ADDRESSDOCTOR

# CORRESPONDENCE DATA

Fax Number: (404)892-7056

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 4048851500

Email: tmatlanta@seyfarth.com
Correspondent Name: Joseph V. Myers III

Address Line 1: 1075 Peachtree Street NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 32659

#### DOMESTIC REPRESENTATIVE

Name: Joseph V. Myers III

Address Line 1: 1075 Peachtree St. NE, Ste. 2500 Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Joseph V. Myers III

TRADEMARK

900172192 REEL: 004282 FRAME: 0784

Signature:	/JVM/		
Date:	09/22/2010		
Total Attachments: 5 source=AddressDoctor TM Assign#page1.tif source=AddressDoctor TM Assign#page2.tif source=AddressDoctor TM Assign#page3.tif source=AddressDoctor TM Assign#page4.tif source=AddressDoctor TM Assign#page5.tif			

TRADEMARK REEL: 004282 FRAME: 0785

#### TRADEMARK TRANSFER AGREEMENT

#### between

#### Sven Schreiber

Voßstr. 3 69115 Heidelberg Germany

and

## AddressDoctor

Röntgenstr. 9 67133 Maxdorf Germany

- in the following: "AddressDoctor" -

# § 1 Subject matter of the Agreement

- (1) Sven Schreiber is the owner of the trademarks (registrations/ applications) listed in Exhibit A to this Agreement (in the following: the "Trademarks").
- (2) Sven Schreiber hereby assigns the Trademarks to AddressDoctor and AddressDoctor accepts the assignment.
- (3) Sven Schreiber further assigns to AddressDoctor all rights which accrued or will accrue due to the use of the name "AddressDoctor" to AddressDoctor and AddressDoctor accepts the assignment.

§ 2 Cooperation of Sven Schreiber

Trademark Transfer Agreement between Sven Schreiber and AddressDoctor

18/08/2010

(1) Sven Schreiber shall hereinafter cease to use in any manner the Trademarks and shall refrain from adopting and using the same source identifiers in the future. He undertakes neither to challenge the good legal standing of the Trademark nor to induce or support such challenge.

## § 3

# Representations and Warranties

- (1) Sven Schreiber warrants that the legal status of the Trademarks corresponds to the information in § 1 and the Exhibit A. Furthermore, Sven Schreiber warrants that the Trademarks have been used to maintain their validity.
- (2) Sven Schreiber warrants that the Trademarks are free of the rights of third parties and, in particular, that the Trademarks have not been pledged, no usufructuary right ("Nießbrauchrecht") or other right in rem ("dingliches Recht") has been granted in respect of them and they have not been the subject of enforcement proceedings.
- (3) Sven Schreiber is not aware of any third party rights opposed to the registration and use of the Trademarks. Sven Schreiber is not aware of any proceedings directed against the good legal standing or use of the Trademarks, in particular no opposition proceedings, proceedings for the cancellation or revocation of the Trademarks or infringement proceedings.
- (4) No delimitation agreements, pre-right agreements, covenants not to sue and similar agreements relating to the Trademarks are in place.
- (5) Sven Schreiber undertakes to not challenge the Trademarks and / or contribute in any such challenge at any time.

#### § 4

#### **General Provisions**

- (1) This Agreement, including the attached exhibit, comprises the entire understanding between the parties hereto with respect to the subject matter of this Agreement. No oral side agreements to this Agreement have been made.
- (2) Amendments and supplements to this Agreement shall require written form. This written form requirement shall also apply to the amendment of this written form clause.
- (3) The full and/or partial invalidity of individual provisions of this Agreement shall affect neither the validity of the remaining provisions nor this Agreement as a whole. Any fully or partially

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invalid provision shall be replaced by a valid provision coming closest to the commercial purpose of the fully or partially invalid provision.

- (4) This agreement is governed by German law.
- (5) This agreement is effective as of the effective date of the Informatica GmbH and Sven Schreiber Share-Purchase and Assignment Agreement.

Sven Schreiber

AddressDoctor

# Exhibit A

Germany - Word Mark "AddressDoctor"

Registration No.: 301 655 77

001 000 11

Application Date:

November 14, 2001

Classes:

35, 09, 16, 38, 42

USA - Word Mark "AddressDoctor"

Registration No.:

2 941 069

Application Date:

May 14, 2002

Classes:

35, 09, 16, 38, 39, 42

Community Trademark - Word Mark "AddressDoctor"

Application No.:

6 859 037

Application Date:

April 23, 2008

Classes:

35, 09, 16, 38, 42

India - Word Mark "AddressDoctor"

Application No.:

1747902

Application Date:

May 27, 2009

Classes:

09, 16, 35, 38, 42

Australia - Word Mark "AddressDoctor"

Application No.:

1006796

Application Date:

October 23, 2009

Classes:

09, 16, 35, 38, 42

People's Republic of China - Word Mark "AddressDoctor"

Application No.:

1006796

Trademark Transfer Agreement between Sven Schreiber and AddressDector

18/08/2010

TRADEMARK
REEL: 004282 FRAME: 0789

Application Date:

October 23, 2009

Classes:

09, 16, 35, 38, 42

Japan - Word Mark "AddressDoctor"

Application No.:

1006796

Application Date:

October 23, 2009

Classes:

09, 16, 35, 38, 42

Russia - Word Mark "AddressDoctor"

Application No.:

1006796

Application Date:

October 23, 2009

Classes:

09, 16, 35, 38, 42

Switzerland - Word Mark "AddressDoctor"

Application No.:

1006796

Application Date:

October 23, 2009

Classes:

09, 16, 35, 38, 42

Trademark Transfer Agreement between Sven Schreiber and AddressDoctor

**RECORDED: 09/22/2010** 

18/08/2010

TRADEMARK REEL: 004282 FRAME: 0790