

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Parallels Software International, Inc.		03/24/2010	CORPORATION: BRITISH VIRGIN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Parallels Holdings, Ltd.		
<b>Street Address:</b>	13755 Sunrise Valley Drive		
<b>City:</b>	Herndon		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20177		
<b>Entity Type:</b>	CORPORATION: BERMUDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3109113	PARALLELS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(505)213-5750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202 293 1191		
<b>Email:</b>	george@bardmesserlaw.com		
<b>Correspondent Name:</b>	George S. Bardmesser		
<b>Address Line 1:</b>	1025 Connecticut Avenue, N.W.		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	2354.0040000		
<b>NAME OF SUBMITTER:</b>	GEORGE S. BARDMESSER		
<b>Signature:</b>	/GB/		

OP \$40.00 3109113

**900191542**

**TRADEMARK  
 REEL: 004538 FRAME: 0590**

Date:

05/11/2011

**Total Attachments: 4**

source=PARALLELS TM Assignment signed#page1.tif

source=PARALLELS TM Assignment signed#page2.tif

source=PARALLELS TM Assignment signed#page3.tif

source=PARALLELS TM Assignment signed#page4.tif

## TRADEMARK CONFIRMATORY ASSIGNMENT AGREEMENT

This Trademark Confirmatory Assignment Agreement (the "Agreement") is effective as of March 24, 2010 (the "Effective Date") by and between Parallels Software International, Inc., a BVI corporation ("Assignee") and Parallels Holdings, Ltd., c/o Parallels, 13755 Sunrise Valley Drive, Suite 600, Herndon, Virginia 20177 ("Assignor").

### RECITALS:

WHEREAS, Assignor has adopted and used the mark PARALLELS as a trade mark and as a service mark and is the owner of United States Trademark Registration No. 3109113 as further described on Exhibit A attached hereto (the "Trademark"), and has adopted and continuously used the Trademark in commerce;

WHEREAS, Assignor desires to transfer to Assignee and Assignee wishes to acquire all of Assignor's rights in and to the Trademark and the goodwill associated therewith and including the said United States Trademark Registration thereof; and

WHEREAS, Assignor desires to transfer to Assignee and Assignee desires to acquire from Assignor the Trademark as defined below on the terms and conditions described in this Agreement;

### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. In consideration of One Dollar and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfer and conveys to Assignee, free and clear of any rights and claims by Assignor or any third party, the entire right, title and interest in and to the said Trademark and the said United States Trademark registration thereof together with the good will of the business which is symbolized by the said Trademark and with the right to recover damages and profits and all other remedies for past infringements thereof. Assignor hereby represents and warrants that it has not previously assigned, transferred, pledged, liened or otherwise encumbered the Trademark or taken any other action which would conflict with this Trademark Assignment Agreement. Assignor hereby waives any right to assert any moral rights, if any, against Assignee or any third party with respect to any aspect of the Trademark.
2. Full Consideration. The total purchase price and consideration for the Trademark is indicated in Section 1 hereof and Assignor's interest under this Agreement shall be a contractual right to payment from Assignee alone and is not any right or basis for any claim against the Trademark itself or against any assignee or sublicensee of the Trademark.
3. Assignor's Deliveries. On the Effective Date, Assignor shall deliver to Assignee: (i) this executed Agreement; and (ii) any other document, material or instrument reasonably contemplated by this Agreement to be delivered in order to transfer possession and enjoyment of the Trademark to Assignee.

4. Warranties. Assignor warrants and represents to Assignee that (a) Assignor transfers the Trademark, free and clear of all mortgages, pledges, security interests, judgments, orders, claims, liens, encumbrances and other restrictions, including any claims by Assignor, (b) The Trademark does not knowingly infringe or misappropriate any third party's intellectual property rights, (c) Assignor has not sold, assigned, licensed, encumbered or in any other way disposed of the Trademark or any component part thereof.

5. No Conflict. Assignor's performance of this Agreement will not violate or breach any agreement or obligation of Assignor, or any law, regulation, judgment or order to which Assignor or the Trademark are bound.

6. Further Assistance. Assignor shall execute such documents and perform such acts as are reasonably requested by Assignee to assign the Trademark to Assignee and to assist Assignee in the prosecution and enforcement of the Trademark.

7. Survival. All of Assignor's warranties and representations herein shall be true as of the Effective Date, and survive termination of this Agreement.

8. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, each and every other provision shall nevertheless continue in full force and effect.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written. This Agreement shall be modified or amended only by a writing signed by both Assignor and Assignee.

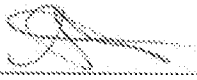
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.


ASSIGNEE:

ASSIGNOR:

Parallels Software International, Inc., a BVI corporation

Parallels Holdings, Ltd., a Bermuda corporation

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: YAKOV ZUBAREV

Name: YAKOV ZUBAREV

Title: DIRECTOR, VP

Title: DIRECTOR, VP

March 24, 2010

March 24, 2010

EXHIBIT A

# PARALLELS

Word Mark PARALLELS

Goods and Services IC 009, US 021 023 026 036 038. G & S: Software used to virtualize the hardware of servers and workstations. FIRST USE: 20050310. FIRST USE IN COMMERCE: 20050310

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 78634672

Filing Date May 23, 2005

Current Filing Basis 1A

Original Filing Basis 1B

Published for Opposition April 4, 2006

Registration Number 3109113

International Registration Number 0903503

Registration Date June 27, 2006

Owner (REGISTRANT) Parallels Software International, Inc. CORPORATION  
BR. VIRGIN ISLANDS c/o Dantrust Ltd. 49 Main Street, P.O. Box 186  
Road Town, Tortola BR. VIRGIN ISLANDS

Attorney of Record GEORGE S. BARDESSER

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE