

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
Gproxy, Inc.		05/31/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	NetSuite Inc.		
Street Address:	2955 Campus Drive, Suite 100		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94403-2511		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3859184	GPROXY	
CORRESPONDENCE DATA			
Fax Number:	4082558002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	408-255-8001		
Email:	Idean@beyerlaw.com		
Correspondent Name:	BEYER LAW GROUP LLP		
Address Line 1:	P.O. Box 1687		
Address Line 4:	Cupertino, CALIFORNIA 95015-1687		
ATTORNEY DOCKET NUMBER:	NETLT014		
NAME OF SUBMITTER:	Michael L. Louie		
Signature:	/Michael L. Louie/		
Date:	06/29/2012		

CH \$40.00 3859184

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made as of May 31, 2012, by and among NetSuite Inc., a Delaware corporation having its principal office at 2955 Campus Drive, Suite 100, San Mateo, California 94403-2511 ("Buyer") and Gproxy, Inc., a Florida corporation ("Gproxy"). Reference is hereby made to that certain Asset Purchase Agreement dated as of May 24, 2012 by and among the Buyer and certain affiliates of Gproxy (the "Purchase Agreement").

RECITALS

A. Gproxy is the registered owner of the trademarks "GPROXY", US Trademark No. 3859184 registered on October 12, 2010 (the "Mark").

B. In connection therewith, Gproxy hereby wishes to transfer the Mark to Buyer and Buyer wishes to acquire all of Gproxy's right, title and interest in and to the Mark.

AGREEMENT

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, for the sum of \$100.00 and other good and valuable consideration (including, without limitation, the transactions referenced under the Purchase Agreement to which certain affiliates of Gproxy are receiving substantial benefit), the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Assignment. Gproxy hereby assigns to Buyer all of Gproxy's right, title and interest in and to the Mark along with the goodwill of the Business symbolized thereby, including, all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Mark, either by itself or by licensees, as well as all rights to sue for past, present and future infringement thereof (the "Assigned Property"), free and clear of any Encumbrances (as defined in the Purchase Agreement).

2. Further Documents and Actions. Gproxy shall timely execute and deliver any additional documents and perform such additional acts as may be necessary or desirable to record and perfect the interest of Buyer in and to the Assigned Property, and shall not enter into any agreement in conflict with this Assignment. Buyer agrees to provide such information to Gproxy and otherwise cooperate with Gproxy as necessary to accept transfer of the Assigned Property. Gproxy hereby constitutes and appoint Buyer, its successors and assigns, and the true and lawful attorney of Gproxy, with full power of substitution, in the name of Buyer or in the name and stead of Gproxy, but on behalf of and for the benefit of Buyer, its successors and assigns, to demand and receive the Assigned Property, and to give receipts and releases therefor, and from time to time to any and all actions in the name of Gproxy for the collection of the Assigned Property and perfection of Buyer's title to the Assigned Property. Such power of attorney is coupled with an interest and is irrevocable by Gproxy.

3. No Third Party Beneficiaries. This Assignment shall be binding upon Gproxy, its successors and assigns and shall inure solely to the benefit of Buyer, its successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment.

4. Amendment. This Assignment may not be amended, waived, discharged or terminated other than by a written instrument designated as an amendment and signed by the parties hereto.

5. Entire Agreement. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement.


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

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Executed counterparts delivered by fax or other electronic transmission shall be as valid and effective as manually executed original counterparts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Gproxy and Buyer have caused this Intellectual Property Assignment to be executed as of the day and year first above written.

GPROXY, INC.

By: 
Print Name: MARIO COLIN
Title: CEO

Accepted and agreed to by Buyer as of the date first written above:

NETSUITE INC.

By: _____
Print Name: _____
Title: _____

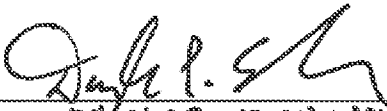
IN WITNESS WHEREOF, Gprox and Buyer have caused this Intellectual Property Assignment to be executed as of the day and year first above written.

GPROXY, INC.

By: _____
Print Name: _____
Title: _____

Accepted and agreed to by Buyer as of the date first written above:

NETSUITE INC.

By:  _____
Print Name: DOUGLAS P. SOLOMON
Title: SVP, GENERAL COUNSEL & SECRETARY