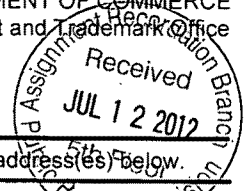


07/16/2012



REC 103646947



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

7/12/12

1. Name of conveying party(ies):

Yosemite Technologies, Inc

- Individual(s)
- Partnership
- Corporation - State: Delaware
- Other

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) Nov 26, 2008

- Assignment
- Security Agreement
- Other Asset Purchase
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Barracuda Networks Inc

Street Address: 3175 S. Winchester Blvd

City: Campbell

State: CA

Country: US Zip: 95008

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3197430

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

YOSEMITE BACKUP

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Peter Hwang

Internal Address:

Street Address: PO Box 151616

City: San Rafael

State: CA Zip: 94915

Phone Number: 650 759 1207

Docket Number:

Email Address:

9. Signature:

Kevin Cook  
Signature

Name of Person Signing

6. Total number of applications and registrations involved:

one

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/16/2012 HTON11 00000032 3197430

01 FC:8521

40.00 0P

Deposit Account Number

Authorized User Name

7/7/2012  
Date

Total number of pages including cover sheet, attachments, and document: 8

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") is entered into as of November 26, 2008 (the "**Effective Date**") by and between Barracuda Networks, Inc., a Delaware corporation having its principal place of business at 3175 S. Winchester Blvd. Campbell, California 95008 ("**Barracuda**") and Yosemite Technologies, Inc., a Delaware corporation having its principal place of business at 111 W. Evelyn Avenue, Suite 202, Sunnyvale, California 94086 ("**Yosemite**"). Each of Barracuda, and Yosemite is a "**Party**" and together, the "**Parties**."

### RECITALS

- A. Yosemite is engaged in a business (the "**Business**," as defined below).
- B. Yosemite desires to sell, and Barracuda desires to purchase selected assets, and assume selected liabilities of Yosemite associated with the Business on the terms and conditions set forth in this Agreement (the "**Asset Acquisition**").
- C. Concurrent with the execution and delivery of this Agreement, and as a material inducement to Barracuda to enter into this Agreement Yosemite is entering into a Stock Restriction Agreement (the "**Stock Restriction Agreement**") substantially in the form attached hereto as Exhibit A.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

### 1. CONSTRUCTION AND DEFINITIONS

1.1 **Definitions.** The following capitalized terms have the meanings set forth below:

(a) "**Affiliate**" means any entity that controls, is controlled by or is under common control with a Party. An entity shall be regarded as in "control" of another entity, if it owns or possesses, directly or indirectly: (i) voting shares or other securities, representing more than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of the board of directors or similar managing authority of such controlled entity; or (ii) if such controlling entity does not have voting shares or other securities, more than fifty percent (50%) of the ownership interest that represents the right to make decisions, including the election of directors, for such controlled entity.

(b) "**Inventory**" means all inventory, merchandise, goods, works in progress and raw materials related to the Business, maintained, held or stored by or for Yosemite and any prepaid deposits for any of the same.

(c) "**Business**" means all operations and activities of Yosemite as currently conducted, including without limitation (i) the design, manufacture, marketing, and

sale of the Yosemite Products, (ii) technical support and maintenance of the Yosemite Products, and (iii) any other operations and activities of Yosemite related to the Transferred Assets.

(d) "**Closing Date**" has the meaning set forth in Section 3.1.

(e) "**Designated Employees**" means the individuals listed on Schedule 1.1(e).

(f) "**Yosemite Accounts Receivable**" means all indebtedness owing to Yosemite before the Closing Date a list of which is set forth in Schedule 1.1(f) hereto as of November \_\_, 2008, and all documentary evidence of the same, including accounts and notes receivable checks, negotiable instruments, acceptances and chattel paper.

(g) "**Yosemite Books and Records**" means the books and records of Yosemite related to or used in the Business or necessary for the conduct of the Business by Barracuda from and after the Closing, including the sales records, customer lists and information, supplier lists and information, Yosemite Product records, distributor and other sales information, financial or personnel records, copies of Transferred Agreements, copies of policies and procedures regarding marketing and customer support.

(h) "**Yosemite BU-Products**" means Backup Products, the Software for which consists in significant part of proprietary Product Software code delivered by Yosemite to Barracuda under this Agreement.

(i) "**Yosemite Intellectual Property Rights**" all Intellectual Property Rights owned or transferable by Yosemite as of the Closing Date.

(j) "**Yosemite Products**" means all of Yosemite's products, including all versions of such products and all products under development. Without limiting the foregoing, Yosemite Products includes the products listed on Schedule 1.1(j) hereto.

(k) "**Yosemite Tangible Assets**" means all tangible assets, including Technology, fixed assets and other capital assets, owned or transferable by Yosemite as of the Closing Date, the material items of which are described on Schedule 1.1(k). "Yosemite Tangible Assets" specifically include all copies and versions of the Product Software in both source code and object code form, the Yosemite Products, and any inventory of the foregoing. Further, the Technology included within the Yosemite Tangible Assets specifically includes (i) all Technology that is used in, related to or necessary for the operation of the Business, except as set forth in Section 6.5(b) of the Disclosure Schedule, and (ii) all know how and other Technology known by any Designated Employees, whether or not such Technology was reduced to any tangible media on or prior to the Closing Date.

(l) "**Exploit**" or "**Exploitation**" means with respect to any Technology, process or product, to make, have made, use, sell offer for sale, import, make derivative works from, perform, copy, disclose, distribute or otherwise exploit in any manner such product or Technology (or derivative thereof) or practice such process (or derivative thereof), as the case may be.

- (m) "**Excluded Assets**" means the assets listed on Schedule 1.1(m).
- (n) "**Excluded Liabilities**" has the meaning set forth in Section 2.3(b).
- (o) "**Governmental Entity**" means any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency or commission.
- (p) "**Intellectual Property Rights**" means the rights associated with the following: (i) all United States and foreign patents and applications therefor ("**Patents**"); (ii) all trade-secret rights and all other rights in or to confidential business or technical information; (iii) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world ("**Copyrights**"); (iv) trademarks, service marks, trade dress rights and similar designation of origin and rights therein ("**Marks**"); (v) all proprietary rights in industrial designs and all registrations and applications therefor; (vi) all rights in databases and data collections (including knowledge databases, customer lists and customer databases); (vii) all proprietary rights in Software; (viii) all rights to uniform resource locators, web site addresses and domain names; and (ix) any similar, corresponding or equivalent rights to any of the foregoing.
- (q) "**BU-Products**" means complete, operational software products that are specifically adapted, marketed and sold for purposes of data backup and recovery.
- (r) "**Lien**" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind whatsoever in respect of such asset.
- (s) "**Loss**" has the meaning set forth in Section 9.2.
- (t) "**Person**" means an individual, partnership, corporation, limited liability company, association, joint venture, trust, unincorporated organization or Governmental Entity.
- (u) "**Product Software**" means all Software, in both object and source code form, that is included in or part of any version of the Yosemite Products, including the Software listed on Schedule 1.1(j) and all versions thereof, and including any Software derived from such Software or from which such Software is derived.
- (v) "**Purchase Consideration**" has the meaning set forth in Section 3.3.
- (w) "**Registered IPR**" means Intellectual Property Rights that are the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any private, state, government or other public or quasi-public legal authority at any time.
- (x) "**Securities Act**" means the Securities Act of 1933, as amended.

(y) **"Software"** means any and all computer software and code, including assemblers, applets, compilers, source code, object code, data (including image and sound data), design tools and user interfaces, in any form or format, however fixed. Software includes source code listings and documentation.

(z) **"Tax"** and **"Taxes"** means (i) any and all federal, state, local and foreign taxes, assessments, and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value-added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts; (ii) any liability for the payment of any amounts of the type described in clause (i) above as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iii) any liability for the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation to indemnify any other person or as a result of any obligations under any agreements or arrangements with any other person or entity with respect to such amounts and including any liability for taxes of a predecessor entity.

(aa) **"Tax Returns"** means all returns, estimates, information statements and reports filed with a taxing authority.

(bb) **"Technology"** means all technology, including all know-how, show-how, techniques, Software, trade secrets, inventions (whether or not patented or patentable), algorithms, routines, Software, files, databases, works of authorship, processes, devices, prototypes, schematics, test methodologies, documentation, development tools, any media on which any of the foregoing is recorded, and any other tangible embodiments of any of the foregoing.

(cc) **"Transfer,"** as it applies to transfers of securities of Barracuda means and includes any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by bequest, devise or descent, or other transfer or disposition of any kind, including but not limited to transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or by operation of law, directly or indirectly.

(dd) **"Transferred Agreements"** means those agreements between Yosemite and third parties listed on **Schedule 1.1(dd)**.

(ee) **"Transferred Technology"** means all Technology within the Yosemite Tangible Assets.

(ff) **"Transfer Taxes"** has the meaning set forth in **Section 5.2**.

(gg) **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

(hh) **"Selected Yosemite Accounts Receivable"** means the Yosemite Accounts Receivable other than the Yosemite Accounts Receivable listed in **Schedule 1.1(m)**.

(ii) "Key Employees" means the individuals listed on Schedule 1.1(e) under the heading "Key Employees".

## 1.2 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number will include the plural, and vice versa; the masculine gender will include the feminine and neuter genders; the feminine gender will include the masculine and neuter genders; and the neuter gender will include the masculine and feminine genders.

(b) The Parties hereto agree that they have had the opportunity to discuss this Agreement with and obtain advice from their legal counsel, have had sufficient time to, and have carefully read and fully understand all the provisions of this Agreement, and are knowingly and voluntarily entering into this Agreement. Therefore, the Parties waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."

(d) Except as otherwise indicated, all references in this Agreement to "Sections" and "Schedules" are intended to refer to Sections of this Agreement and Schedules to this Agreement.

(e) The headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement.

## 2. PURCHASE AND SALE

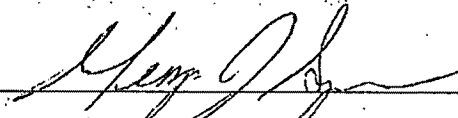
2.1 Transferred Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Yosemite agrees to sell, convey, transfer, assign and deliver to Barracuda, and Barracuda agrees to purchase from Yosemite irrevocably and in perpetuity (except only as provided herein), all rights, title and interest in and to all tangible and intangible assets of Yosemite other than the Excluded Assets (collectively the "Transferred Assets"), free and clear of all Liens other than Assumed Liabilities, including the following:

(a) all Yosemite Tangible Assets;

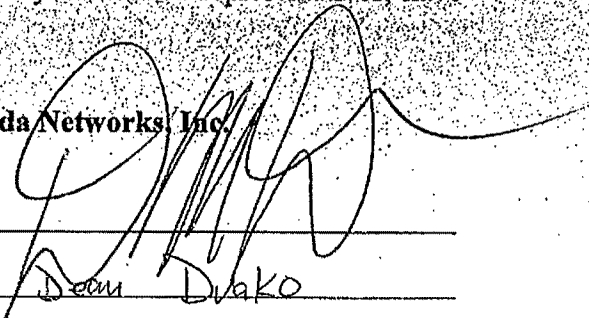
(b) all Yosemite Intellectual Property Rights, including the right to pursue past damages based on third-party infringement of the Yosemite Intellectual Property Rights, and also including the goodwill of the Business appurtenant to the Marks included in the Yosemite Intellectual Property Rights;

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

**Yosemite Technologies, Inc.**

By:   
Name: George J. Symons  
Title: CEO

**Barracuda Networks, Inc.**

By:   
Name: Dean Duako  
Title: CEO

**Schedule 1.1(k)  
Yosemite Tangible Assets**

1. Accounts Receivable, as provided in Schedule 1.1(f), excluding Accounts receivable provided in Schedule 1.1(m).
2. All Inventory
3. Select computer equipment, furniture, office equipment, servers, network equipment, test and lab equipment, software and other fixed assets at Barracuda's discretion and mutually with Yosemite's consent, which shall not be unreasonably withheld. Barracuda shall file all required state use tax returns and remit all use tax associated with the assets being assumed.
4. Source code and object code to the Product Software releases listed in Addendum to Schedule 1.1(k)
5. Yosemite Source Copyright Notice
6. All Trademarks for Yosemite
7. "www.Yosemitetech.com" domain name and all other Yosemite owned domains
8. Investment in HyBlue
9. Prepaid Other account items
10. Deposits