

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/24/2013		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Signnow, Inc.		04/24/2013
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barracuda Networks, Inc.		
Street Address:	3175 S. Winchester Boulevard		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	4129826	SIGNNOW
	Registration Number:	4254724	NOTARYNOW
CORRESPONDENCE DATA			
Fax Number:	4153585593		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4159573072		
Email:	lhvanlobensels@duanemorris.com, dcvargas@duanemorris.com		
Correspondent Name:	Laurie H. van Loben Sels		
Address Line 1:	Spear Tower, One Market Plaza, Ste. 2200		
Address Line 2:	Duane Morris LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105-1127		
ATTORNEY DOCKET NUMBER:	R2081-02501 / R2081-02601		
NAME OF SUBMITTER:	Laurie van Loben Sels		

CH \$65.00 4129826

Signature:	/Laurie van Loben Sels/
Date:	06/26/2013
Total Attachments: 10 source=Agreement and Plan of Merger#page1.tif source=Agreement and Plan of Merger#page2.tif source=Agreement and Plan of Merger#page3.tif source=Agreement and Plan of Merger#page4.tif source=Agreement and Plan of Merger#page5.tif source=Agreement and Plan of Merger#page6.tif source=Agreement and Plan of Merger#page7.tif source=Agreement and Plan of Merger#page8.tif source=Agreement and Plan of Merger#page9.tif source=Agreement and Plan of Merger#page10.tif	

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

**BARRACUDA NETWORKS, INC.,
SN ACQUISITION CORPORATION,
SIGNNOW, INC.,**

AND

**WITH RESPECT TO ARTICLES VIII, IX AND X ONLY
SEAN ELLIS, AS STOCKHOLDER REPRESENTATIVE**

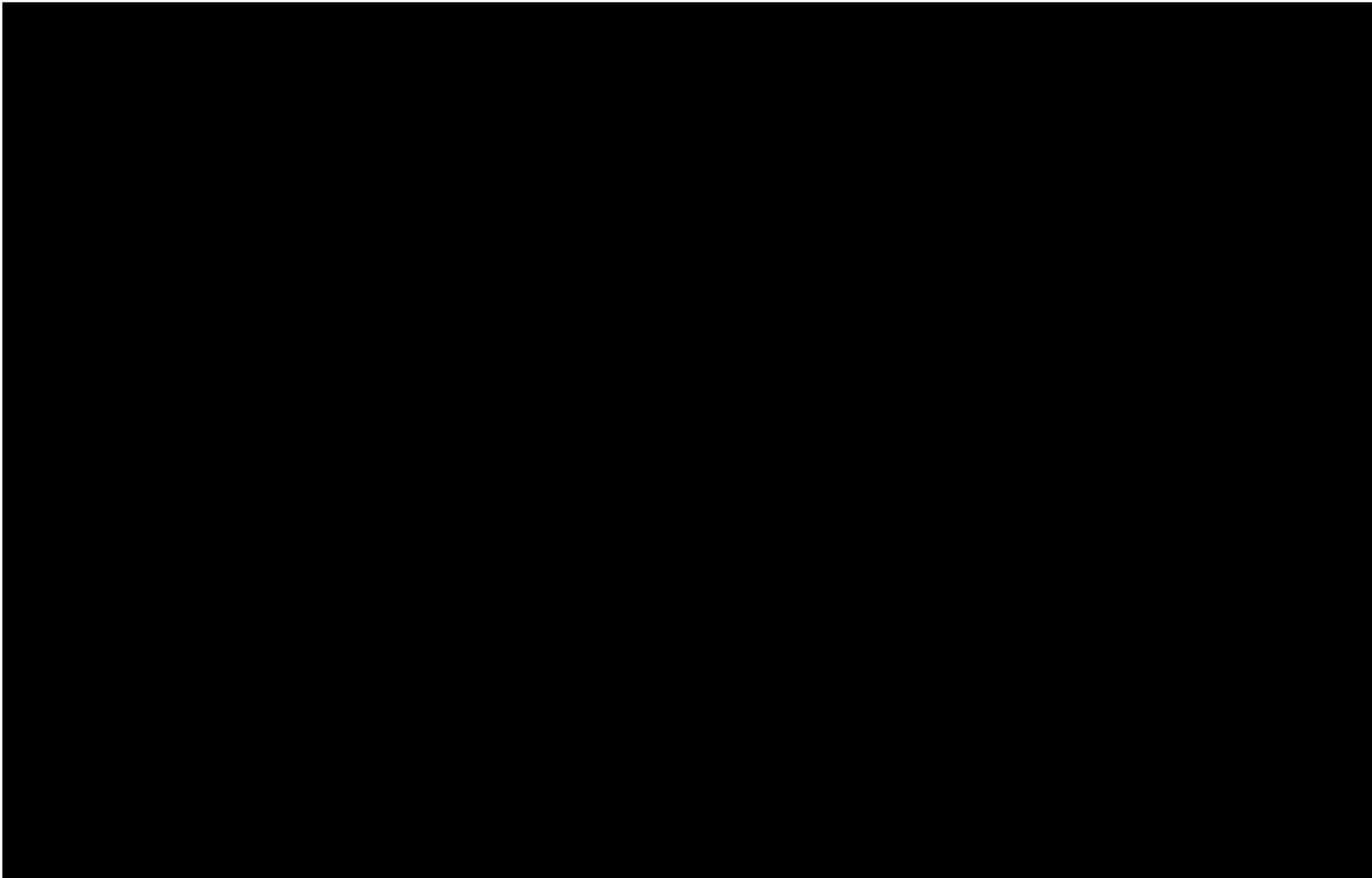
Dated as of April 24, 2013

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of April 24, 2013, between Barracuda Networks, Inc., a Delaware corporation ("Parent"), SN Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), SignNow, Inc., a Delaware corporation (the "Company"), and with respect to Article VIII, Article IX, and Article X hereof only Sean Ellis as stockholder representative (the "Stockholder Representative"). All capitalized terms that are used in this Agreement shall have the respective meanings ascribed thereto in Article I hereof.

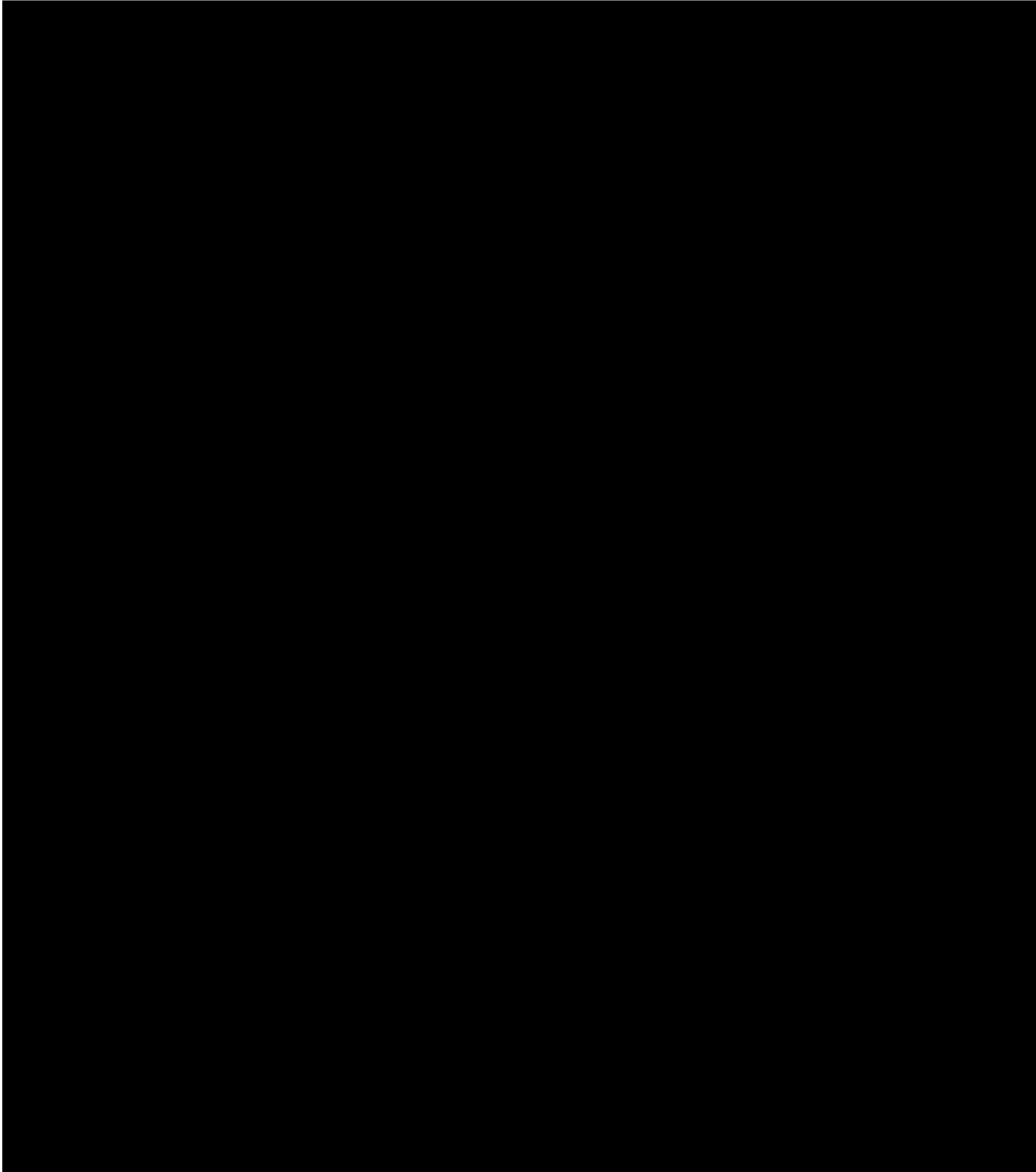
RECITALS

A. The Boards of Directors of each of Parent, Merger Sub and the Company believe it is advisable and in the best interests of each corporation and its respective stockholders that Parent acquire the Company through the statutory merger of Merger Sub with and into the Company (the "Merger") and, in furtherance thereof, have approved this Agreement and the Merger.

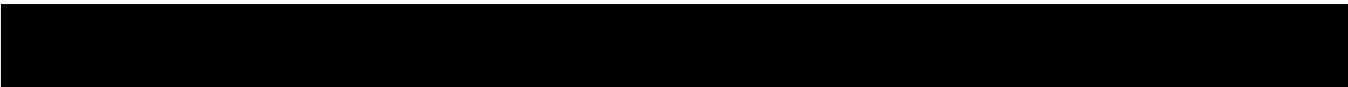


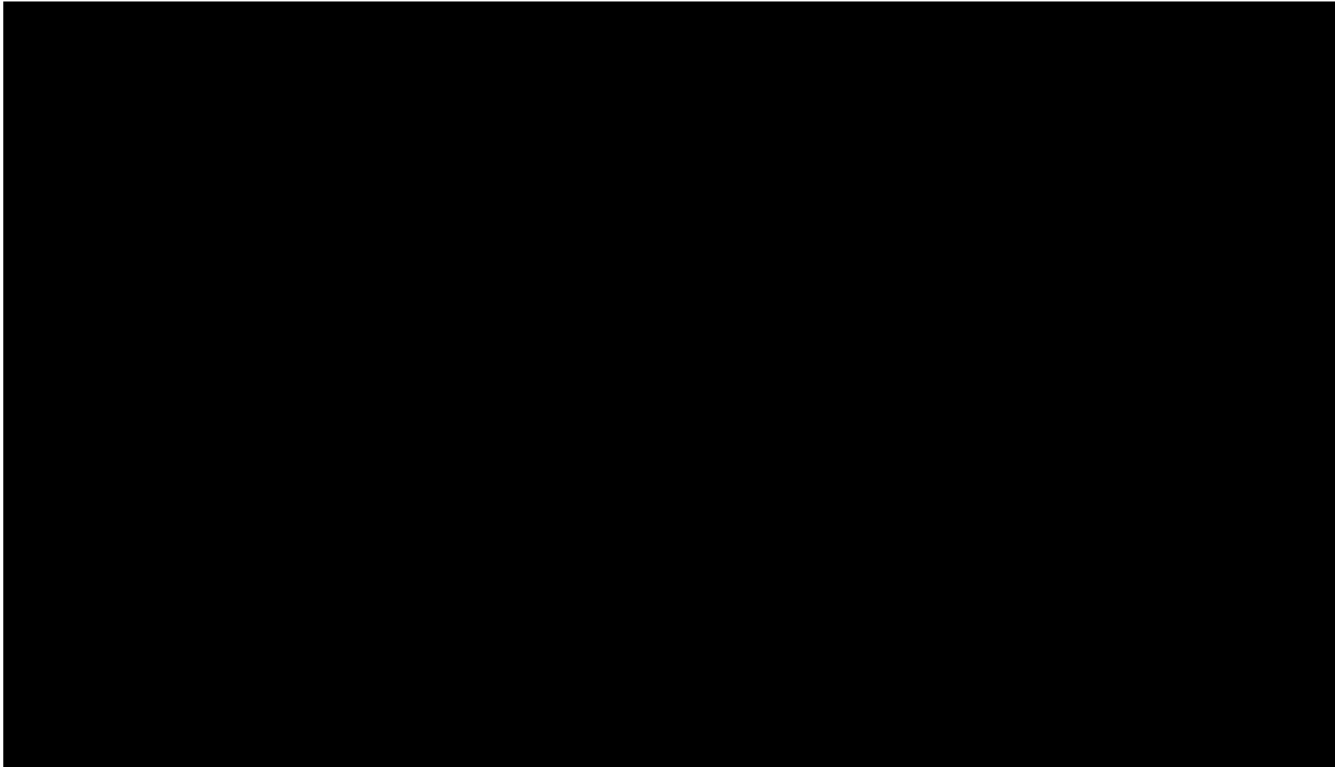
NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto hereby agree as follows:

**ARTICLE I
DEFINITIONS**

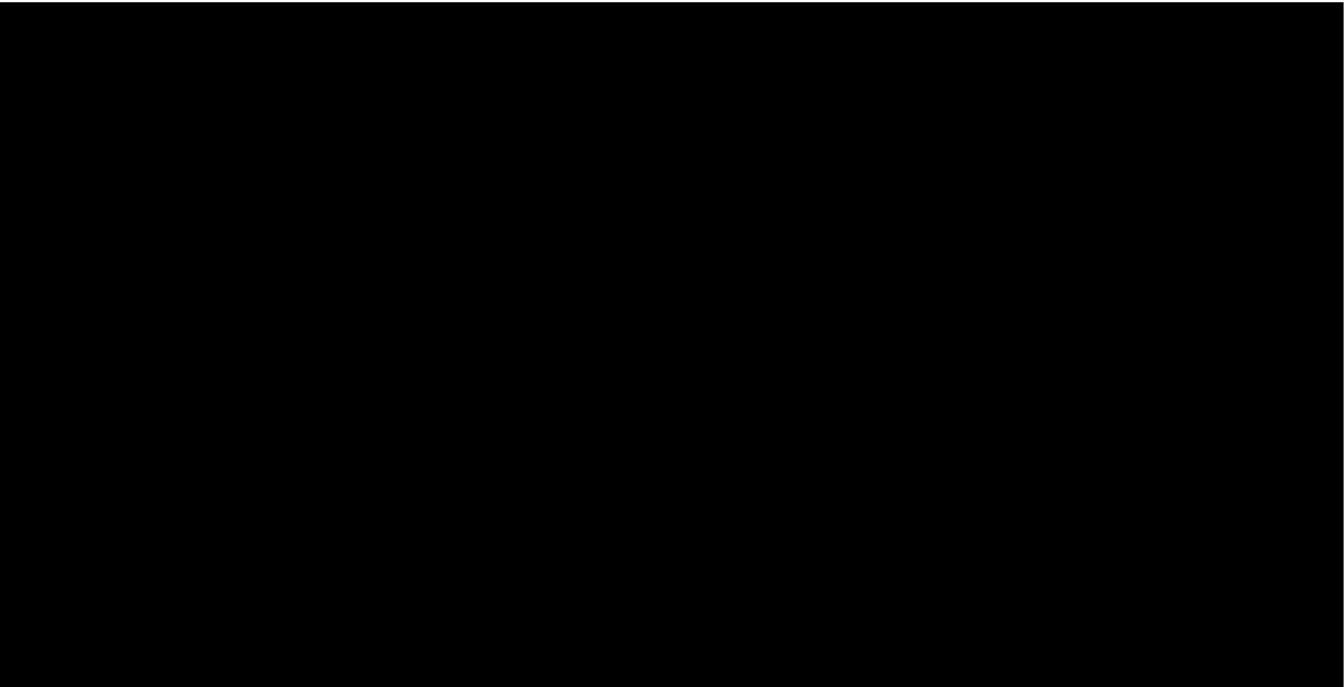



(q) **“Company Intellectual Property”** shall mean any and all Intellectual Property Rights that are owned or purported to be owned by or exclusively licensed to the Company or its Subsidiaries.



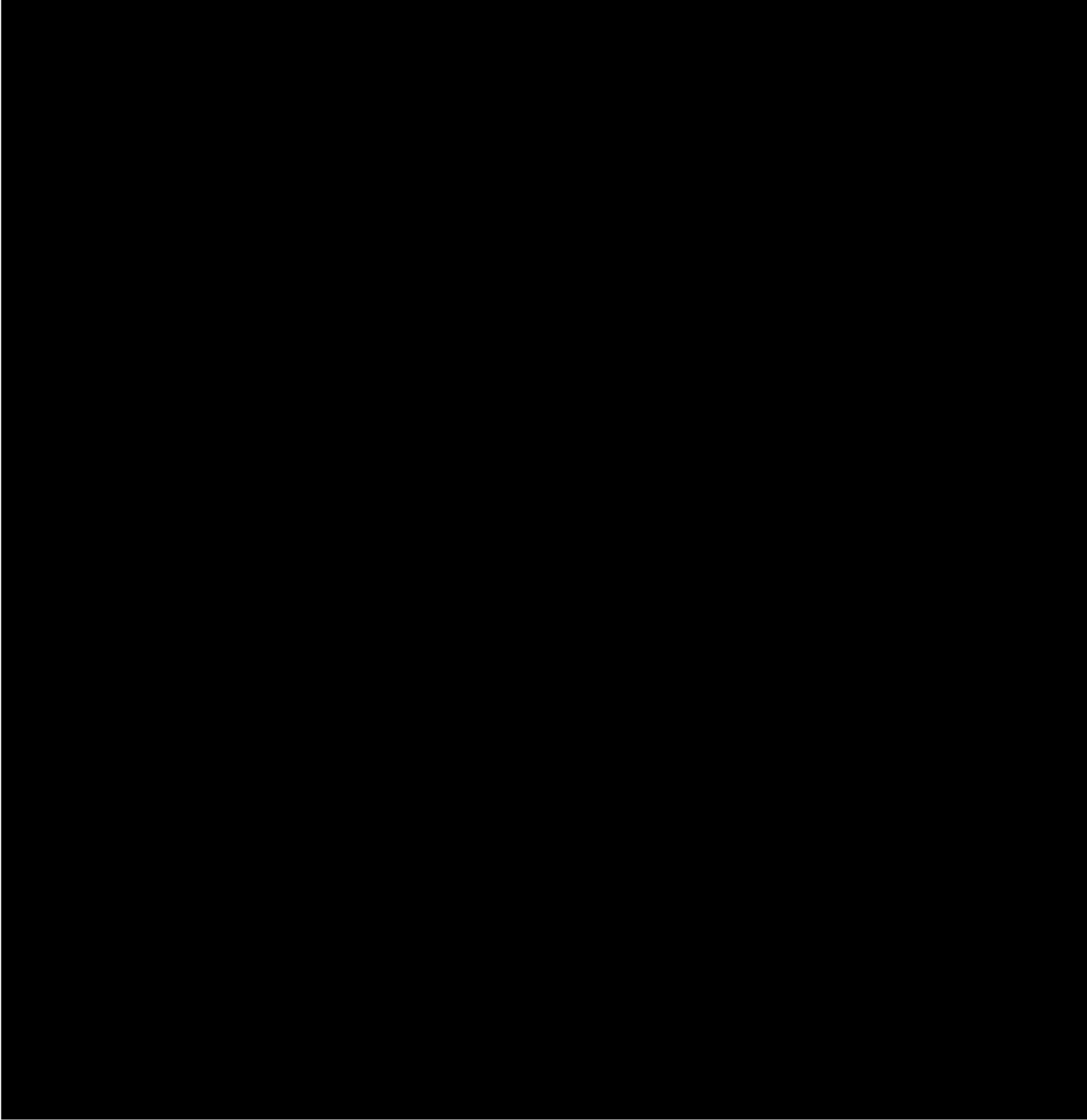


(tt) **“Intellectual Property Rights”** shall mean all common law and statutory rights anywhere in the world arising under or associated with: (i) patents and patent applications, and similar or equivalent rights in inventions (together, **“Patents”**); (ii) trademarks, trade names, service marks, and trade dress; (iii) confidential information and trade and industrial secrets (**“Trade Secrets”**); (iv) copyrights, “moral” rights, and any other rights of authors or in works of authorship; (v) domain names; (vi) applications for, registrations of, and divisions, continuations, reissuances, renewals, extensions, restorations and reversions of the foregoing (as applicable); and (vii) all other similar or equivalent intellectual property or proprietary rights anywhere in the world, including the right to enforce and recover damages for the infringement or misappropriation of any of the foregoing.





(sss) **“Registered Intellectual Property”** shall mean Intellectual Property Rights that have been registered, filed, certified or otherwise perfected or recorded with or by any Governmental Entity or other public or quasi-public legal authority.

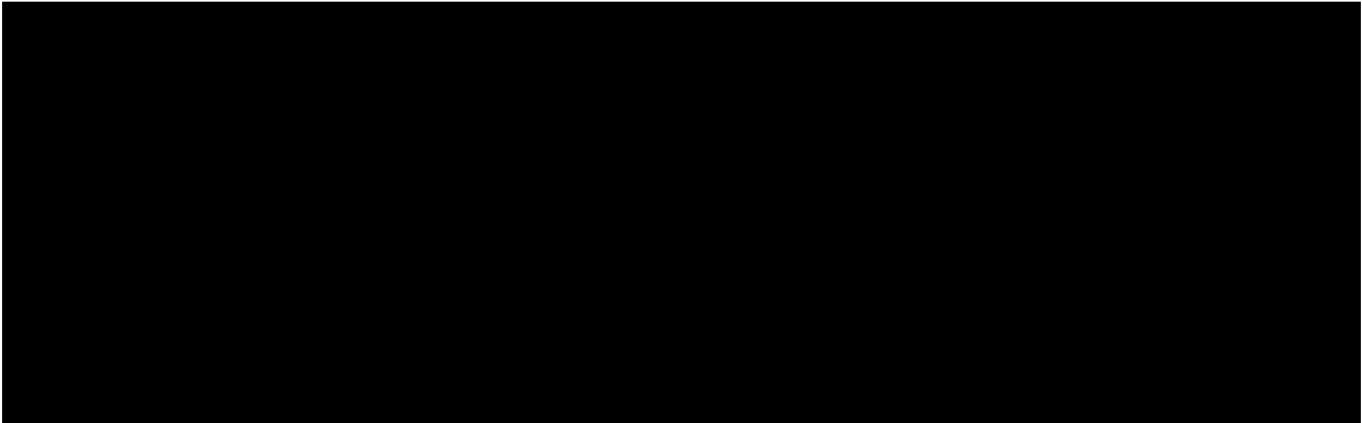




ARTICLE II

THE MERGER

2.1 ***The Merger.*** At the Effective Time and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the General Corporation Law of the State of Delaware (“**Delaware Law**”), Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation and as a wholly owned subsidiary of Parent. The Company, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the “**Surviving Corporation.**”



2.3 ***Effect of the Merger.*** At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

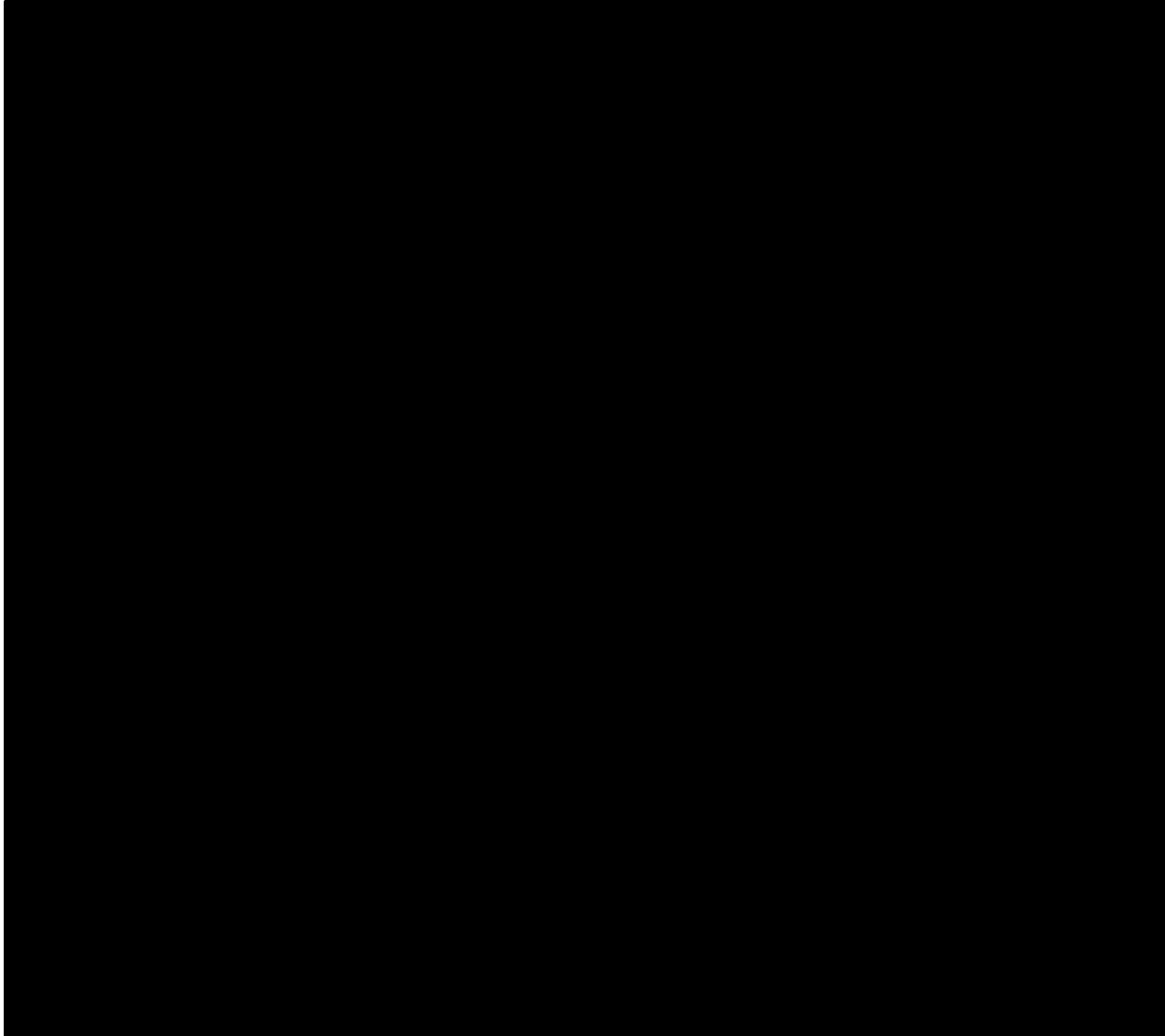
3.15 *Intellectual Property.*

(a) Section 3.15(a) of the Disclosure Schedule sets forth as of the date hereof a true and complete list of all Registered Intellectual Property owned by, filed in the name of, or licensed exclusively to, the Company or its Subsidiaries, indicating for each item the registration or application number and the applicable filing jurisdiction (the "Company Registered Intellectual Property"). To the Company's Knowledge, all Company Registered Intellectual Property is valid, enforceable and subsisting (except with respect to applications), and has not expired, been cancelled, or abandoned.

(d) All Company Intellectual Property is owned by the Company or its Subsidiaries free and clear of all Liens. Neither the Company nor any of its Subsidiaries has granted ownership to any Person, or permitted any Person to retain, any exclusive rights, or joint ownership of, any Intellectual Property Rights that are or were Company Intellectual Property except to the extent that Company elected to abandon such Company Intellectual Property. Following the Closing and any Follow-On Transaction, all Company Intellectual Property and Technology owned or purported to be owned by the Company or its Subsidiaries as of the date hereof will be fully transferable, alienable or licensable by the Surviving Corporation and/or Parent without restriction and without payment of any kind to any third party. No Intellectual Property Rights or Technology is jointly owned by the Company or its Subsidiaries, on the one hand, with any third party, on the other hand.

SIGNNOW, INC.

DISCLOSURE SCHEDULE



Material Contracts



Section 3.15 – Intellectual Property

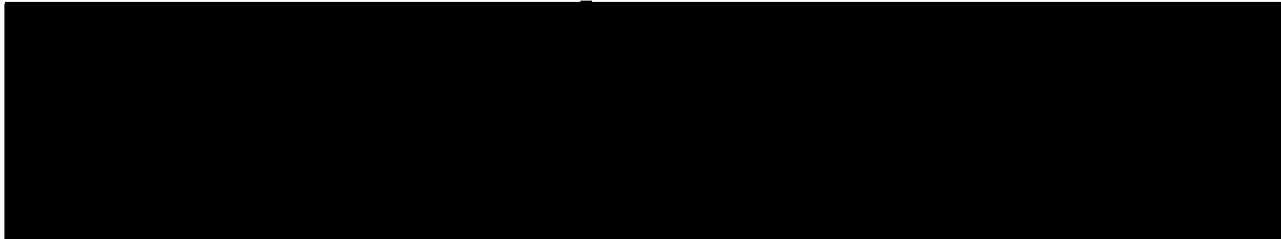
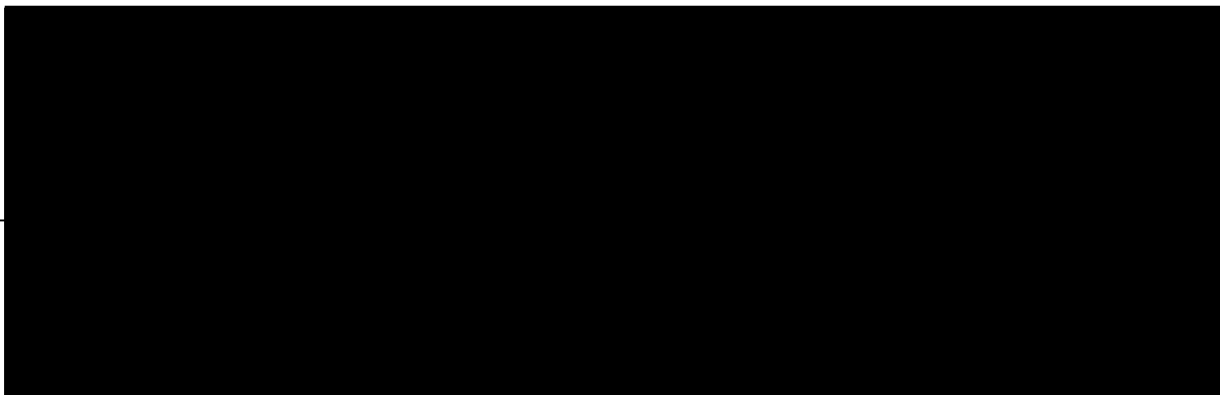
3.15(a)

The Company has the following registered Trademarks:

Trademarks

Trademark Title	Registration No.	Application Date	Description	Local Classes	Case Status
NotaryNow	4,254,724	May-26-2011	Providing a website featuring non-downloadable software for electronically authenticating documents; Providing a website featuring technology that enables users to electronically authenticate documents.	42	Registered
SignNow	4,129,826	May-26-2011	Providing a website featuring non-downloadable software for electronically authenticating documents; Providing a website featuring technology that enables users to electronically authenticate documents.	42	Registered

The Company applied for the foregoing registered trademarks when it was organized as the Former Entity, which at such time was named "The Bold Group Inc."




IN WITNESS WHEREOF, Parent, Merger Sub, the Company and the Stockholder Representative have executed, or caused this Agreement to be executed, all as of the date first written above.


BARRACUDA NETWORKS, INC.

By: 
Name: David Faugno
Title: CFO

SN ACQUISITION CORPORATION

By: 
Name: David Faugno
Title: President

SIGNNOW, INC.

By: 
Name: Chris Hawkins
Title: CEO

STOCKHOLDER REPRESENTATIVE

By: 
Name: Sean Ellis

AGREEMENT AND PLAN OF MERGER