

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
VMware, Inc.		07/11/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Zimbra Software, LLC		
Street Address:	17950 Preston Road, Suite 310		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75252		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3357288	ZIMBRA	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Janie Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	50444-G99999		
NAME OF SUBMITTER:	Janie Muennink		
Signature:	/Janie Muennink/		
Date:	08/14/2013		

CH \$40.00 3357288

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of July 11, 2013 by and between VMware, Inc., a Delaware corporation ("Assignor"), Telligent Systems, Inc. ("Buyer"), a Texas corporation and Zimbra Software, LLC, a Texas limited liability company ("Assignee") and wholly-owned subsidiary of Buyer.

WHEREAS, in connection with that certain Asset Purchase Agreement (the "Purchase Agreement") of even date herewith by and among Assignor, Assignee, Buyer and VMware Bermuda Limited, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in, to and under the trademark registrations set forth on Schedule A attached hereto (hereinafter the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee is desirous of acquiring said rights in and to the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, and all rights for recovery, damages and profits for past, present and future infringements, if any. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks.

Assignor covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith. Notwithstanding the foregoing, in case of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. This Agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of Electronic Delivery will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

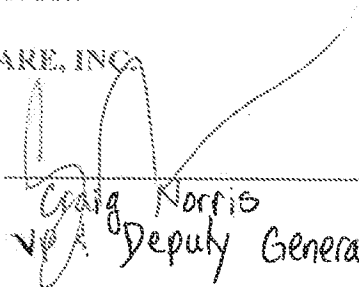
[Signature page follows]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, as of the date written below.

ASSIGNOR:

VMWARE, INC.

Date: July 11, 2013

By: 
Name: Craig Norris
Title: Deputy General Counsel


{Signature page to Trademark Assignment Agreement}

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, as of the date written below.

ASSIGNEE:

ZIMBRA SOFTWARE, LLC

Date: July 11, 2013

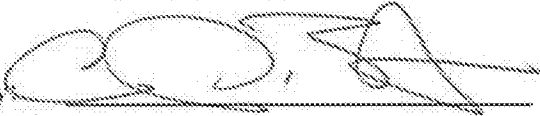
By: 
Name: Kristin Reichert
Title: CFO

Buyer acknowledges and agrees to the terms of this Agreement.

BUYER:

TELLIGENT SYSTEMS, INC.

Date: July 11, 2013

By: 
Name: PATRICK BRANDT
Title: CHIEF EXECUTIVE OFFICER

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

Trademark	Record Owner	Country	Filing Date	Reg. Date	Renewal Date	App./Reg. No.	Classes	Status
ZIMBRA	VMware, Inc.	Australia	10/27/2005	10/27/2005	10/27/2015	0872315	9	Registered
ZIMBRA	VMware, Inc.	Brazil	01/13/2006	07/01/2008	07/01/2018	828079722	9	Registered
ZIMBRA	VMware, Inc.	Canada	10/26/2005	08/23/2007	08/23/2022	TMA694649	-	Registered
ZIMBRA	VMware, Inc.	China	10/27/2005	10/27/2005	10/27/2015	0872315	9	Registered
ZIMBRA	VMware, Inc.	CTM	10/27/2005	10/13/2009	10/27/2015	004679361	9	Registered
ZIMBRA	VMware, Inc.	Hong Kong	10/24/2005	02/24/2006	10/24/2015	300516375	9	Registered
ZIMBRA	Yahoo! Inc.	India	10/27/2005	09/24/2008	10/27/2015	1395088	9	Registered
ZIMBRA	VMware, Inc.	International Register	10/27/2005	10/27/2005	10/27/2015	0872315	9	Registered
ZIMBRA	VMware, Inc.	Japan	10/27/2005	10/27/2005	10/27/2015	0872315	9	Registered
ZIMBRA	VMware, Inc.	Korea	10/27/2005	10/27/2005	10/27/2015	0872315	9	Registered
ZIMBRA	Yahoo! Inc.	Malaysia	07/13/2005	11/29/2007	07/13/2015	05018421	9	Registered
ZIMBRA	VMware, Inc.	Mexico	01/13/2006	01/31/2006	01/13/2016	918683	9	Registered
ZIMBRA	VMware, Inc.	Norway	10/27/2005	10/27/2005	10/27/2015	0872315	9	Registered
ZIMBRA	VMware, Inc.	Romania	10/27/2005	10/27/2005	10/27/2015	0872315	9	Registered
ZIMBRA	VMware, Inc.	Russian Federation	10/27/2005	10/27/2005	10/27/2015	0872315	9	Registered
ZIMBRA	VMware, Inc.	Singapore	10/27/2005	10/27/2005	10/27/2015	0872315	9	Registered
ZIMBRA	VMware, Inc.	South Africa	05/05/2006	09/25/2009	05/05/2016	2006/09775	9	Registered
ZIMBRA	VMware, Inc.	Switzerland	10/27/2005	10/27/2005	10/27/2015	0872315	9	Registered
ZIMBRA	VMware, Inc.	Taiwan	10/28/2005	06/01/2006	05/31/2016	01211330	9	Registered
ZIMBRA	VMware, Inc.	Turkey	10/27/2005	10/27/2005	10/27/2015	0872315	9	Registered
ZIMBRA	VMware, Inc.	United States	07/13/2005	12/18/2007	12/18/2017	3357288	9	Registered

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