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
Zimbra Software, LLC		110/20/2013	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Zimbra, Inc.	
Street Address:	3000 Internet Blvd., Suite 200	
City:	Frisco	
State/Country:	TEXAS	
Postal Code:	75034	
Entity Type:	CORPORATION: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3357288	ZIMBRA

CORRESPONDENCE DATA

Fax Number: 2147455390

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 2147455370

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/

REEL: 005159 FRAME: 0822

TRADEMARK

Date:	11/22/2013
Total Attachments: 2 source=50444 Zimbra Software LLC to Ziml source=50444 Zimbra Software LLC to Ziml	5 1 5

TRADEMARK
REEL: 005159 FRAME: 0823

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into effective as of October 20, 2013 ("Effective Date"), between Zimbra Software, LLC, a Texas limited liability company (hereinafter referred to as "Assignor"), and Zimbra, Inc., a Texas corporation, having an address of 3000 Internet Blvd., Suite 200, Frisco, Texas 75034 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the applicant and registrant and owner of record of certain trademarks and trademark applications and/or registrations set forth on <u>Schedule A</u> to this Agreement, which is attached hereto and incorporated herein by reference (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all of Assignor's rights in and to the Trademarks and all of the goodwill associated with the businesses in which the Trademarks are used, which are on-going and existing.

NOW, THEREFORE, for and in consideration of the foregoing premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in the Trademarks including domestic and foreign rights, including without limitation: (i) all goodwill associated with the Trademarks; (ii) any and all applications, registrations or certificates or renewals that may be issued or granted therefor; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain registrations in the Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such rights, title and interest assigned hereby in Assignee, its successors, assigns and legal representatives. Assignor further agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting the Trademarks and to provide to Assignee all written and electronic documentation in support of its ownership and continuous use of the Trademarks from the date of first use or registration; and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce its rights under the Trademarks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

ZIMBRA SOFTWARE, LLC

ZIMBRA, INC.

Signature(

Name: Patrick Brandt

Title: Manager

Signature

Name: Patrick Brandt

Title: Ch

Chief Executive Officer

SCHEDULE A

MARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
ZIMBRA	Australia	0872315	10/27/2005
ZIMBRA	Brazil	828079722	07/01/2008
ZIMBRA	Canada	TMA694649	08/23/2007
ZIMBRA	China	0872315	10/27/2005
ZIMBRA	СТМ	004679361	10/13/2009
ZIMBRA	Hong Kong	300516375	02/24/2006
ZIMBRA	India	1395088	09/24/2008
ZIMBRA	International Register	0872315	10/27/2005
ZIMBRA	Japan	0872315	10/27/2005
ZIMBRA	Korea	0872315	10/27/2005
ZIMBRA	Malaysia	05018421	11/29/2007
ZIMBRA	Mexico	918683	01/31/2006
ZIMBRA	Norway	0872315	10/27/2005
ZIMBRA	Romania	0872315	10/27/2005
ZIMBRA	Russian Federation	0872315	10/27/2005
ZIMBRA	Singapore	0872315	10/27/2005
ZIMBRA	South Africa	2006/09775	09/25/2009
ZIMBRA	Switzerland	0872315	10/27/2005
ZIMBRA	Taiwan	01211330	06/01/2006
ZIMBRA	Turkey	0872315	10/27/2005
ZIMBRA	United States	3357288	12/18/2007

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RECORDED: 11/22/2013 REEL: 005159 FRAME: 0825