# OP \$115.00 3467039

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM304847

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CrossLoop, Inc.		07/06/2012	CORPORATION: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	AVG Netherlands B.V.
Street Address:	Gatwickstraat 9-39
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	1043GL
Entity Type:	besloten vennootschap (b.v.): NETHERLANDS

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark		
Registration Number:	3467039	CROSSLOOP		
Registration Number:	4029058	CROSSLOOP		
Registration Number:	3648288	CROSSLOOP		
Registration Number:	3857243	CROSSLOOP		

### **CORRESPONDENCE DATA**

**Fax Number:** 2159814750

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 215-981-4194

Email: kennedyp@pepperlaw.com
Correspondent Name: Paul J. Kennedy, Esquire
Address Line 1: 3000 Two Logan Square
Address Line 2: Eighteenth and Arch Streets

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	134176.23 (CROSSLOOP)		
NAME OF SUBMITTER:	Paul J. Kennedy		
SIGNATURE:	/Paul J. Kennedy/		
DATE SIGNED:	05/18/2014		

**Total Attachments: 5** 

source=07-06-2012 Trademark Assignment (CrossLoop to AVG Netherlands B.V.)#page1.tif

TRADEMARK REEL: 005282 FRAME: 0343

900289499

source=07-06-2012 Trademark Assignment (CrossLoop to AVG Netherlands B.V.)#page2.tif source=07-06-2012 Trademark Assignment (CrossLoop to AVG Netherlands B.V.)#page3.tif source=07-06-2012 Trademark Assignment (CrossLoop to AVG Netherlands B.V.)#page4.tif source=07-06-2012 Trademark Assignment (CrossLoop to AVG Netherlands B.V.)#page5.tif

### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made effective this 6th day of July, 2012, by and between CrossLoop, Inc., a corporation organized and existing under the laws of California ("<u>Assignor</u>"), and AVG Netherlands B.V., a corporation organized and existing under the laws of the Netherlands ("<u>Assignee</u>").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 15, 2012 (the "<u>Purchase Agreement</u>"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby, if any;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith, and solely to the extent such rights remain in certain Marks despite abandonment, non-use or otherwise), together with the goodwill of the business symbolized thereby and appurtenant thereto, if any, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a scaled instrument by their duly authorized representatives as of the date first written above. ASSIGNOR: CROSSLOOP, INC. John Eldon Zicken Name: Signature: Title: NOTARIZATION On this 2 day of July, 2012, before me, the undersigned Notary Public, personally appeared Dhn Eldon, Zickgrproved to me through satisfactory evidence of identification, which was/were Rossiand Card /CDL, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will. (Seal) My Commission Expires: 9/(9/)4ASSIGNEE: AVG NETHERLANDS B.V. OFFICIAL SEAL
KATHRYN G NELSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 452006 Name: COMMISSION EXPIRES SEPTEMBER 19, 2014 ( Signature: Title: On this \_\_\_\_\_ day of July, 2012, before me, the undersigned Notary Public, personally appeared , proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate

to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

(Seal)

Signature of Notary

My Commission Expires:

Signature page to Trademark Assignment

# **ALLEN & OVERY**



SEEN FOR LEGALISATION, by me, Maarten Jan Christiaan Arends (civil law notary), deputising for Christiaan Maria Stokkermans, civil law notary in Amsterdam, the Netherlands, the signature of Mr Rob Gerrit Johan Blasman, born in Deventer, the Netherlands, on 4 October 1966, holder of a Dutch passport with number NM93H63L8, with expiration date 10 April 2013.

According to information obtained from the Commercial Register of the Chamber of Commerce today, it appears that Mr R.G.J. Blasman is a solely authorised managing director of AVG Netherlands B.V., a private company with limited liability, having its official seat in Amsterdam, the Netherlands, its office address at Gatwickstraat 9-39, 1043 GL Amsterdam, the Netherlands, registered in the Commercial Register under number 52839761, and as such authorised to represent this company acting solely.

Amsterdam, the Netherlands, 5 July 2012.

The information on the authority to represent AVG Netherlands B.V. is based on and strictly limited to the information obtained from the Commercial Register of the Chamber of Commerce today. I note that the authority to represent a company may be affected due to a conflict of interest, ultra vires and other legal limitations. I have not investigated any of the foregoing for the purpose of issuing this legalisation.



as a sealed instrument by their duly authorized representatives as of the date first written above. ASSIGNOR: CROSSLOOP, INC. Name: Signature: Title: NOTARIZATION On this \_\_\_\_ day of July, 2012, before me, the undersigned Notary Public, personally appeared proved to me through satisfactory evidence of identification, which was/were to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will. (Seal) Signature of Notary My Commission Expires: ASSIGNEE: Name: Signature: Title: On this \_\_\_\_\_ day of July, 2012, before me, the undersigned Notary Public, personally appeared , proved to me through satisfactory evidence of identification, which was/were to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will. (Seal) Signature of Notary My Commission Expires:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed

Signature page to Trademark Assignment

# Exhibit A

# **Marks**

Mark	Jurisdiction	Application No.	Registration No.
CROSSLOOP	U.S.		3,467,039
CROSSLOOP	U.S.		4,029,058
CROSSLOOP	U.S.		3,648,288
CROSSLOOP	U.S.		3,857,243
HELPLOOP	U.S.	77/328,536	
CROSSLOOP	Brazil	829718591	
CROSSLOOP	Canada	TMA774,487	
CROSSLOOP	CTM		6897301
CROSSLOOP	India	1686663	
CROSSLOOP	India	1686664	
CROSSLOOP	India	1686662	
CROSSLOOP	India	1686665	
CROSSLOOP	Israel	211686	

**RECORDED: 05/18/2014** 

A-1