

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global DataGuard, Inc.		04/01/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Masergy Communications, Inc.		
Street Address:	2740 North Dallas Parkway		
Internal Address:	Suite 260		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86189549	360° LIVING SECURITY AUDIT	
Registration Number:	2715129	GLOBAL DATAGUARD	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	sasmith@mcguirewoods.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	1717 McKinney Ave.		
Address Line 2:	Suite 700		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	2067535-0001		
NAME OF SUBMITTER:	Darren W. Collins		
SIGNATURE:	/Darren W. Collins/		
DATE SIGNED:	05/20/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Agreement” or this “Assignment”) is made as of April 1, 2014 by and between Global DataGuard, Inc., a Texas corporation (the “Assignor”) and Masergy Communications, Inc., a Delaware corporation (the “Assignee”) (Assignor and Assignee, collectively, the “Parties” and individually, a “Party”).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, trademark registrations and applications for registration identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the “Marks”);

WHEREAS, Assignor, the individuals identified on Annex A thereto as “Owners” and/or “Key Employees”, Scott Paly, in his capacity as Lead Seller, and Assignee are parties to that certain Asset Purchase Agreement dated as of March 6, 2014 (as amended, the “Asset Purchase Agreement”) pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration paid or payable to the Assignor by Assignee pursuant to the Asset Purchase Agreement and in consideration of the mutual covenants contained herein and therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Asset Purchase Agreement.
2. Assignor hereby irrevocably sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all Liens, other than the Permitted Liens, Assignor’s entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries and multi-national registration bodies, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

3. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
4. Assignor shall provide Assignee, its successors and assigns, and its legal representatives such information and documents as are commercially reasonably available to Assignor and such commercially reasonable assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment.
5. The assignment made hereunder is made in accordance with and subject to the Asset Purchase Agreement (including, without limitation, the representations, warranties, covenants, agreements and indemnities contained therein), which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement, and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties hereto contained in the Asset Purchase Agreement or the survival thereof.
6. Assignor hereby represents, warrants and covenants that it has all rights necessary to enter into this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.
7. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
8. This Agreement, and all claims or causes of action (whether at Law, in contract or in tort) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the Laws of the State of Texas, without giving effect to any choice or conflict of Law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas.

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[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:

GLOBAL DATAGUARD, INC.

By: 

Name: Scott S. Paly

Title: Chief Executive Officer

ASSIGNEE:

MASERGY COMMUNICATIONS, INC.

By: _____

Name: Robert Bodnar

Title: Chief Financial Officer, Vice President
and Secretary

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:

GLOBAL DATAGUARD, INC.

By: _____
Name: Scott S. Paly
Title: Chief Executive Officer

ASSIGNEE:

MASERGY COMMUNICATIONS, INC.

By: _____
Name: Robert Bodnar
Title: Chief Financial Officer, Vice President
and Secretary

SCHEDULE A

Mark	Registration / Application No.	Registration / Application Date
360 LIVING SECURITY AUDIT	86189549	February 10, 2014
GLOBAL DATAGUARD	2715129	May 13, 2003