

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kreos Capital III (UK) Limited		06/26/2014	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Amadeus IV Velocity Fund LP		
Street Address:	2 Mount Pleasant		
City:	Cambridge		
State/Country:	UNITED KINGDOM		
Postal Code:	CB3 ORN		
Entity Type:	LIMITED PARTNERSHIP: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77391342	OPENBRAVO B	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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>			
Phone:	(415) 693-2000		
Email:	cachiakt@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 2:	Attn: Kris Cachia		
Address Line 4:	San Francisco, CALIFORNIA 94111-5800		
ATTORNEY DOCKET NUMBER:	322450-101		
NAME OF SUBMITTER:	Kris Tsao Cachia		
SIGNATURE:	/s/ Kris Tsao Cachia		
DATE SIGNED:	06/26/2014		
Total Attachments: 4			
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TRADEMARK

TRADEMARK SECURITY ASSIGNMENT

This Trademark Security Assignment dated as of June 26, 2014 (the “*Assignment*”), is entered into by and among Kreos Capital III (UK) Limited, a company incorporated under the laws of England and Wales (“*Assignor*”) and Amadeus IV Velocity Fund LP, a limited partnership established under the Limited Partnership Act 1907 (“*Assignee*”).

RECITALS:

A. Assignor is a party to that certain Trademark Security Agreement dated as of July 30, 2013 (the “*Security Agreement*”), by and between Assignor and OpenBravo, S.L., a sole proprietorship limited liability company, a Spanish private limited liability company (*sociedad de responsabilidad limitada*) (the “*Company*”) pursuant to which the Company granted to Assignor a continuing security interest in the trademarks listed on Exhibit A attached hereto (the “*Trademark*”);

B. Assignor desires to assign its respective rights and delegate its respective duties under the Security Agreement to Assignee, and Assignee desire to accept the assignment and delegation thereof; Assignee has accepted and executed this Assignment pursuant to that certain Deed of Debt Assignment, dated as of June 26, 2014; and

C. A trademark assignment with respect to the above described security interest was duly recorded on December 4, 2013 with the United States Patent and Trademark Office (Reel/Frame 005167/0336).

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective on and as of the date hereof, Assignor hereby transfers and assigns to Assignee all of its right, title and interest in, to, and under the Security Agreement (including, but not limited to all rights arising thereunder with respect to the Trademark), and Assignee does hereby accept this assignment and expressly assume and agree to hereafter perform all of the terms, covenants, conditions and obligations of Assignor under the Security Agreement.

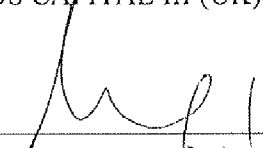
2. This Assignment shall be binding on and inure to the benefit of the parties hereto, their administrators, successors in interest and assigns.

3. This Assignment may be executed in any number of counterparts, and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Assignment. Delivery of an executed counterpart of this Assignment by telefacsimile or electronic delivery shall be equally as effective as delivery of an original executed counterpart of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

KREOS CAPITAL III (UK) LIMITED

By: 
Name: LUCA COLCIAGO
Title: DIRECTOR

ASSIGNEE:

AMADEUS IV VELOCITY FUND LP

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

KREOS CAPITAL III (UK) LIMITED

By: _____

Name: _____

Title: _____

ASSIGNEE:

AMADEUS IV VELOCITY FUND LP acting through
its investment manager and agent

By: Richard Anton AMADEUS CAPITAL PARTNERS
LIMITED

Name: RICHARD ANTON

Title: DIRECTOR

EXHIBIT A

TRADEMARKS

	Mark	Application/ Serial No.	Filing Date	Registration No.	Reg. Date
1.	OPENBRAVO B	77391342	2/7/2008	3590029	3/17/2009