

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SageCloud, Inc.		05/12/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	THE SAGE GROUP PLC		
Street Address:	North Park		
City:	Newcastle Upon Tyne		
State/Country:	UNITED KINGDOM		
Postal Code:	NE13 9AA		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85671311	SAGECLOUD	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	617.832.1000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Daniel McFadden, Esq., Foley Hoag LLP		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	SAGECLOUD		
DOMESTIC REPRESENTATIVE			
Name:	Daniel McFadden, Esq., Foley Hoag LLP		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Daniel McFadden		
SIGNATURE:	/Daniel McFadden/		
DATE SIGNED:	08/05/2014		
Total Attachments: 6			
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TRADEMARK

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DATED May 12, 2014

SAGECLOUD, INC. (1)

And

THE SAGE GROUP PLC (2)

TRADE MARK ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on

BETWEEN:

(1) **SAGECLOUD, INC.**, (Delaware Corporation filing number 5153340) with an address at 2 Oliver Street, Boston, Massachusetts 02109, United States of America (the Assignor); and

(2) **THE SAGE GROUP PLC** (UK company registration number: 2231246) whose registered office is at North Park, Newcastle Upon Tyne, NE13 9AA United Kingdom (the Assignee).

WHEREAS:

(A) The Assignor is the proprietor of certain rights in the term **SAGECLOUD**.

(B) The Assignor has agreed to assign all of its right, title and interest it has in the term **SAGECLOUD** to the Assignee.

AGREED TERMS:

Trade Mark means all trade mark applications, trade mark registrations and refused trade mark applications, common law rights, goodwill and other unregistered rights in the term **SAGECLOUD**, including but not limited to those listed in the attached Schedule 1.

IT IS AGREED AS FOLLOWS:

1 Assignment

For good and valuable consideration paid by the Assignee to the Assignor (sufficiency of which the Assignor hereby acknowledges) the Assignor hereby assigns any and all rights that it has in

the Trade Mark to the Assignee "as is" and "where is" without any warranty as to the validity or enforceability thereof.

2 Proceedings

This assignment shall include any right that the Assignee may have to bring proceedings against any third party in respect of the Trade Mark. The Assignor agrees to provide to the Assignee (at its request) such reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Mark and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs actually incurred by it in providing the Assignee with such assistance).

3 Assignor covenants

The Assignor covenants:

- 3.1 that at the request and cost of the Assignee at reasonable times and from time to time it will execute such deeds or documents and do such acts and things as may be reasonably necessary or desirable to give effect to this assignment in particular all documents required by the Assignee to effect the recordal or registration of the assignment of the Trade Mark and to convert any of the rights in the Trade Mark to national rights to the extent that Assignor may validly execute and/or do the same; and
- 3.2 that it renounces any rights which it may have in the Trade Mark but for any rights received from Assignee under the Settlement & License Agreement.

4 Warranties

The Assignor warrants that as of the date of this Assignment that it is not aware of the Trade Mark infringing the rights of any third party.

5 Counterparts

This deed may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original and may be delivered by facsimile, PDF or similar electronic means and each such counterpart so delivered shall be considered as an original counterpart.

6 Jurisdiction

This deed shall be governed by and construed in accordance with the laws of England and the parties to this deed submit to the exclusive jurisdiction of the English Courts.

IN WITNESS of which the parties to this Assignment have executed it as a deed and delivered it on the date first written in this Assignment.

SCHEDULE 1

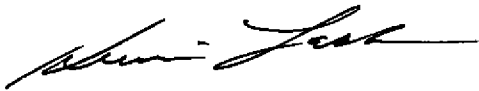
Jurisdiction	Mark	Application /registration No.	Classes
USA	SAGECLOUD	85/671311	39, 42
WIPO	SAGECLOUD	1158536	39, 42
Australia	SAGECLOUD	1557405	39, 42
Japan	SAGECLOUD	1158536	39, 42
OHIM	SAGECLOUD	1158536	39, 42
Norway	SAGECLOUD	1158536	39, 42
South Korea	SAGECLOUD	1158536	39, 42
Switzerland	SAGECLOUD	1158536	39, 42

EXECUTED AS A DEED)
by SAGECLOUD, INC.)
acting by:)



Jeff Flowers, Chief Executive Officer

AND



Kevin Lach, Vice President of Marketing

EXECUTED AS A DEED)
by THE SAGE GROUP PLC)
acting by:)

Michael Robinson, Company Secretary and Group Legal Director

AND

Director: