

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agile Technologies, LLC		01/01/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Majesco		
Street Address:	5 Penn Plaza		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2606283	AGILE TECHNOLOGIES	
Registration Number:	2827198	AGILE TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	2122869806		
<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:	2128082700		
Email:	rizzosd@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	620 Eighth Avenue		
Address Line 2:	37th Floor		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	137218.00008		
NAME OF SUBMITTER:	Samantha Rizzo		
SIGNATURE:	/Samantha Rizzo/		
DATE SIGNED:	01/12/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”) is entered into as of January 1, 2015, by and between AGILE TECHNOLOGIES, LLC, a New Jersey limited liability company with offices located at 110 Ardsley Lane, Alpharetta, Georgia 30005, USA (“Assignor”) and MAJESCO, a California corporation with offices located at 5 Penn Plaza, 14th Floor, New York, NY 10001, (“Assignee”).

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks and service marks, both registered and unregistered, and the registrations covering certain service marks issued by the United States Patent and Trademark Office, as listed in attached Schedule 1 (collectively the “Marks”);

WHEREAS Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Marks, together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

(a) Assignor owns the entire right, title and interest in and to the Marks;

(b) All registrations for the Marks are currently valid and subsisting and in full force and effect;

(c) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;

(d) There are no liens, security interests or encumbrances against the Marks;

(e) To Assignor’s knowledge, none of the Marks infringes the rights of any person or entity;

(f) There are no claims, pending or threatened, with respect to Assignor’s rights in the Marks;

(g) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(h) Execution of this Agreement and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or any provision of Assignor's Certificate of Formation or Operating Agreement.

3. Assignor agrees to execute upon the request of Assignee any assignment paper or other document reasonably necessary to evidence the assignment of the rights hereunder to Assignee, including, without limitation, any document required to be filed with the United States Patent and Trademark Office to record the assignment of the Marks, and agrees to cooperate with Assignee in all other matters relating to the assignment of these rights to Assignee.

4. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, excluding any choice of law rules which direct the application of the laws of another jurisdiction.

5. This Agreement, together with that certain Asset Purchase Agreement dated December , 2014, by and among Assignor, Assignee and, solely with respect to Sections 7.8 and 9 thereof, William K. Freitag, John M. Johansen and Robert Buhrle (the "Asset Purchase Agreement"), constitutes the sole understanding of the parties with respect to the transactions provided herein and supersedes and merges herein any previous agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof. The terms of the Asset Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities set forth therein, are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. The limitations set forth in the Asset Purchase Agreement, without limitation, the indemnification provisions of Section 9 of the Asset Purchase Agreement, shall govern this Agreement in all respects, including, without limitation, with respect to the representations and warranties set forth in Section 2 of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement on
January 1 _____, 20_15.

MAJESCO

By: _____
Name
Title

AGILE TECHNOLOGIES, LLC

By: 
Name: William K. Freitag
Title: Managing Director and
Chief Executive Officer

[Signature Page to Assignment of Trademarks]

TRADEMARK
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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement on the date set forth above.

MAJESCO


AGILE TECHNOLOGIES, LLC

By: Ketan Mehta
Ketan Mehta
President and Chief Executive Officer

By: _____
William Freitag
Managing Partner and Chief
Executive Officer

Schedule 1

Assigned Marks

Owner	Trademark	Registration Number	Registration Date
Agile Technologies, L.L.C.	AGILE TECHNOLOGIES	2606283	13-Aug-2002
Agile Technologies, L.L.C.		2827198	30-Mar-2004