

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GFI SOFTWARE IP SARL		11/25/2014	société à responsabilité limitée: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	LOGICNOW IP LIMITED		
Street Address:	13-14 Esplanade		
City:	St. Helier		
State/Country:	UNITED STATES		
Postal Code:	JE1 1BD		
Entity Type:	a private limited company: JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86063576	IASO	
Serial Number:	85970982	FIXIT SCRIPTS	
Serial Number:	86063557		
Serial Number:	86083237	APPCOMMAND	
Serial Number:	86203813	IASO	
CORRESPONDENCE DATA			
Fax Number:	9542060013		
<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:	9547906690		
Email:	trademarks@johnsonmartinlaw.com		
Correspondent Name:	Johnson & Martin, P.A.		
Address Line 1:	500 West Cypress Creek Road		
Address Line 2:	Suite 430		
Address Line 4:	Fort Lauderdale, FLORIDA 33309		
ATTORNEY DOCKET NUMBER:	10244-000		
DOMESTIC REPRESENTATIVE			
Name:	James David Johnson		
Address Line 1:	500 West Cypress Creek Road		

OP \$140.00 86063576

Address Line 2:	Suite 430
Address Line 4:	Fort Lauderdale, FLORIDA 33309
NAME OF SUBMITTER:	Joyce Dougherty
SIGNATURE:	/Joyce Dougherty/
DATE SIGNED:	01/27/2015
Total Attachments: 12	
source=10244-0001 Asset Purchase Agreement GFI Software IP Sarl and LogicNow IP Ltd (Executed)#page1.tif source=10244-0001 Asset Purchase Agreement GFI Software IP Sarl and LogicNow IP Ltd (Executed)#page2.tif source=10244-0001 Asset Purchase Agreement GFI Software IP Sarl and LogicNow IP Ltd (Executed)#page3.tif source=10244-0001 Asset Purchase Agreement GFI Software IP Sarl and LogicNow IP Ltd (Executed)#page4.tif source=10244-0001 Asset Purchase Agreement GFI Software IP Sarl and LogicNow IP Ltd (Executed)#page5.tif source=10244-0001 Asset Purchase Agreement GFI Software IP Sarl and LogicNow IP Ltd (Executed)#page6.tif source=10244-0001 Asset Purchase Agreement GFI Software IP Sarl and LogicNow IP Ltd (Executed)#page7.tif source=10244-0001 Asset Purchase Agreement GFI Software IP Sarl and LogicNow IP Ltd (Executed)#page8.tif source=10244-0001 Asset Purchase Agreement GFI Software IP Sarl and LogicNow IP Ltd (Executed)#page9.tif source=10244-0001 Asset Purchase Agreement GFI Software IP Sarl and LogicNow IP Ltd (Executed)#page10.tif source=10244-0001 Asset Purchase Agreement GFI Software IP Sarl and LogicNow IP Ltd (Executed)#page11.tif source=10244-0001 Asset Purchase Agreement GFI Software IP Sarl and LogicNow IP Ltd (Executed)#page12.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**"), regarding certain Intellectual Property Rights (IPRs), Contracts and Other Business intellectual property rights is between GFI SOFTWARE IP SARL, with its registered address at 7a rue Robert Stumper, L-2557 Luxembourg, Grand Duchy of Luxembourg ("**Seller**"), and LOGICNOW IP LIMITED, with its registered address at 13-14 Esplanade, St. Helier, Jersey JE1 1BD ("**Buyer**") (Buyer and Seller are hereinafter collectively also referred to as the "**Parties**" and each individually as a "**Party**").

WHEREAS

A. Seller is the sole owner of the Assigned IP (as defined below), located in Luxembourg and has its principal office located at 7a rue Robert Stumper, L-2557 Luxembourg, Grand Duchy of Luxembourg.

B. Buyer intends to purchase all Assigned IP from Seller and Seller intends to sell and assign all rights and obligations to Buyer.

C. The Board of Directors of Seller has determined that it is advisable and in the best interests of the Parties that Seller (as transferor) sells 100% of its Assigned IP, for valid consideration, to Buyer.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I.

PURCHASE AND SALE

A. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in and to the following (the "**Assigned IP**") with effect as of November 25, 2014 ("**Effective Date**");

1. the patents and patent applications set forth in Exhibit I hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

2. the trademark registrations and applications set forth in Exhibit I hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, ex-tensions and renewals thereof (the "**Trademarks**");

3. the copyright registrations, applications for registration and exclusive copyright licenses set forth in Exhibit I hereto and all issuances, extensions and renewals thereof (the "**Copyrights**");

4. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

5. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

6. any and all license and development agreements regarding any of the foregoing; and

7. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

B. Other than any liabilities or obligations expressly assumed pursuant to section I.A., Buyer does not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

II. PURCHASE PRICE AND PAYMENT

A. In consideration of the sale, assignment and transfer as set forth in section I, the Parties have agreed the purchase price for the Assigned IP to be FAIR MARKET VALUE, which is determined using Arm's Length Valuation Methodologies, as described in Exhibit II, and which amount is:

\$1,532,000 (the "Purchase Price").

B. The Purchase Price shall not be payable in cash. Instead, Buyer shall issue a note, payable to Seller, for the Purchase Price on the Effective Date as defined below. This note shall bear no interest, and be payable in equal amounts over a period not to exceed 10 years.

III. RECORDATION AND FURTHER ACTS

A. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

B. Buyer and Seller undertake to cooperate to update any files and registers and to amend any third party agreements as necessary to reflect the transactions contemplated under this Agreement.

IV.
REPRESENTATIONS AND WARRANTIES

A. Seller represents and warrants to Buyer that the statements contained in this section IV A are true and correct as of the date hereof.

1. Organization and Authority of Seller: Enforceability. Seller is a corporation duly organized, validly existing and in good standing under the laws Luxembourg. Seller has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

2. No Conflicts: Consents. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Assigned IP; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Assigned IP are subject; or (d) result in the creation or imposition of any encumbrance on the Assigned IP. No consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby. No consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

B. Buyer represents and warrants to Seller that the statements contained in this section IV B are true and correct as of the date hereof.

1. Organization and Authority of Buyer: Enforceability. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Jersey. Buyer has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement

and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

2. No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

V. COVENANTS

A. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

B. Upon receipt of the Purchase Price as set forth in section II, Seller shall deliver to Buyer any and all documents related to ownership of Assigned IP, as well as assign any contracts and agreements for the license, development or transfer of rights to existing or developed Assigned IP and each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder. Buyer shall accept such assignment. The parties undertake to cooperate in good faith to execute any and all agreements, including any agreements with third parties that may be necessary in connection with the assignment of licenses or other rights pertaining to the Assigned IP.

C. The Seller transfers all rights and obligations to the Assigned IP, under this agreement, and will cease all business activities, and any business transactions, as per the Effective Date.

VI. MISCELLANEOUS

A. Courts and Jurisdiction: This Agreement and any disputes which may arise out of and/or in connection with it, shall in all respects be governed by and construed in accordance with the substantive laws of Luxembourg. The Parties submit to the exclusive jurisdiction of the courts of Luxembourg.

B. Severability: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect

any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

C. Modification: This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

D. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

E. Entire Agreement: This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

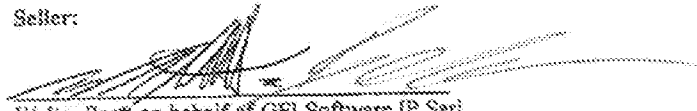
F. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Effective as of November 25, 2014

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Seller:



Place

Walter Scott on behalf of GFI Software IP Sarl
7a, rue Robert Stumper
L-2557 Luxembourg

Buyer:

Place

Inge Bednarz on behalf of LogicNow IP Limited
13-14 Esplanade,
St. Helier
Jersey JE1 1BD

Step 10.1_Tbb 147_Accel Purchase Agreement
EAC275861180564.1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

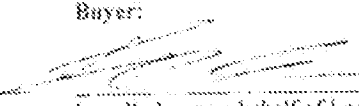
Seller:

Place

Walter Scom on behalf of GPI Software IP Sarl
7a, rue Robert Stumper
L-2557 Luxembourg

Buyer:

Place


Hugo Bednarz on behalf of LogieNow IP Limited
13-14 Esplanade,
St. Helier
Jersey JE1 1BL

EXHIBIT

The IPRs related to the so-called AppCommand, GFI Wireless Sentry, Iaso, LogicNow and MAX Mail IPRs held by Seller and comprise 100% of the Seller's IPRs, including:

TRADEMARKS

MARK	TYPE	OWNER	COUNTRY	FILING DATE	APPLICATION NUMBER	REGISTRATION DATE
IASO	Word	GFI Software IP Sarl	Australia	Feb-26-14	1608141	Feb-26-14
OWL LOGO	Stylized	GFI Software IP Sarl	Australia	Feb-26-14	1608142	Feb-26-14
IASO	Word	GFI Software IP Sarl	USA	Sept-13-13	86063576	Aug-19-14
GFI Wise Logo	figurative	GFI Software IP Sarl	CTM	August-1-13	012075432	Mar-3-14
FIXIT SCRIPTS	Word	GFI Software IP Sarl	USA	June-26-13	85970982	NOT REGISTERED
Owl Logo	stylized and design	GFI Software IP Sarl	USA	Sept-13-13	86063557	NOT REGISTERED
AppCommand	Word	GFI Software IP Sarl	USA	October-4-13	86083237	NOT REGISTERED
IASO logo	Design	GFI Software IP Sarl	USA	Feb-25-2014	86203813	NOT REGISTERED YET
APPCOMMAND	Word	GFI Software IP Sarl	Canada	March-21-14	1669304	NOT REGISTERED
IASO logo	Design	GFI Software IP Sarl	Canada	March-6-2014	1666794	NOT REGISTERED
IASO	Word	GFI Software IP Sarl	Canada	March-3-2014	1666242	NOT REGISTERED
OWL design	Design	GFI Software IP Sarl	Canada	March-3-2014	1666256	NOT REGISTERED
APPCOMMAND	word	GFI Software IP Sarl	Australia	Mar-17-14	1611660	NOT REGISTERED
IASO logo	design	GFI Software IP Sarl	Australia	Mar-27-14	1614091	NOT REGISTERED

Step 10.3, Tab 147, Asset Purchase Agreement
 5657863.18054.1

PATENTS

Country	Patent Title	Brief Description	Filing Date	Serial Number	Inventor	Owner
US	Wireless Communication Management System and Method	A system and method is provided for managing communication of data by a wireless networking device in a zone. The zone may be analyzed to determine compliance with a performance threshold. Conditions such as interference affecting the communication of data may be detected and analysed to determine a solution. The system may control one or more wireless networking devices, which may be heterogeneous, to apply the solution. A method is provided for controlling a wireless network interface controller (WNIC) to analyse one or more network conditions with little or no interruption to network connectivity or data communication. The WNIC may collect information regarding wireless channels, networks, and/or users. The method uses ideal network time slots and selective data collection to monitor wireless networks with minimal interruptions to normal operation. A system is provided for operating and controlling the WNIC in accordance with the method.	April 16th 2013	13863468	Sameer Nabih Pappas	CFI Software IP Sarl
US	Multi-Mode wireless networking system and method	A method is provided for associating a networking device with a profile by analyzing a usage pattern of communicating over one or more network and comparing the usage pattern with a benchmark pattern of the profile. The method may authenticate the networking device that correlates with a profile with a threshold level of confidence. The method may identify the networking device using an address, such as a MAC address. The method may detect and analyse application usage for authenticating. A system is provided for authenticating a networking device in accordance with the method.	May 9, 2013	13890380	Sameer Nabih Pappas	CFI Software IP Sarl
US	Network Activity Association System and Method	A method is provided for associating a networking device with a profile by analyzing a usage pattern of communicating over one or more network and comparing the usage pattern with a benchmark pattern of the profile. The method may authenticate the networking device that correlates with a profile with a threshold level of confidence. The method may identify the networking device using an address, such as a MAC address. The method may detect and analyse application usage for authenticating. A system is provided for authenticating a networking device in accordance with the method.	June 21st, 2013	13923786	Sameer Nabih Pappas, Sergio Galindo	CFI Software IP Sarl

Step 10.3, Tab 147 Asset Purchase Agreement EAST061180541

PCT	Network Activity Association System and Method	A method is provided for associating a networking device with a profile by analyzing a usage pattern of communicating over one or more network and comparing the usage pattern with a benchmark pattern of the profile. The method may authenticate the networking device that correlates with a profile within a threshold level of confidence. The method may identify the networking device using an address, such as a MAC address. The method may detect and analyze application usage for authentication. A system is provided for authenticating a networking device in accordance with the method.	June 19, 2014	PCT/US2014/034	Samer Nabih Fayssal, Sergio Cuitreido	GFI Software IP Sdn
US	High Efficiency Network Monitoring System and Method	A system and method for monitoring wireless local area networks (WLAN) and reporting essential data is disclosed. The system optimizes and decides fundamentals before monitoring to enhance network monitoring efficiency. The system improves over prior problematic solutions that inefficiently monitor all data communicated over a network before filtering. The system may include instructions storable in memory to be executed by a processor. The system may include analytical engines, such as a resource analysis engine, fundamentals analysis engine, traffic analysis engine, optimization engine, and monitoring engine. The invention monitors subsets of the network traffic fundamentals that can be at least partially identified via metadata. The system may include exploring networks, identifying fundamentals of network traffic, assessing and evaluating the chosen fundamentals, optimizing fundamentals, and using a list of optimized fundamentals for network traffic monitoring.	July 31, 2014	13,955,484	Samer Nabih Fayssal	GFI Software IP Sdn

Step 10.1, Tab 147, Asset Purchase Agreement
EAS065116054.1

US	System for Mapping an Indoor Space Using Wireless Network and Method	<p>Invention provides a system and method for electronic indoor/outdoor mapping and localization. The system may include a map and a mapper to detect conditions of an indoor space. The disclosed system may utilize data collected from a location detecting device, such as a global positioning system (GPS) sensor and/or an accelerometer, a network detecting device, a compass, and/or other sources. The other sources may include wireless providers, user live sketches and/or WLAN monitors to create a best effort optimized indoor/outdoor map. The system may determine a position of walls, wireless networking devices, and other objects within the indoor space. A method is provided for mapping an indoor space.</p>	Nov. 1st 2013	14/070,119	Samir Nadish Fayssal	CPI Software IP Sarl
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Step 16.3, Tab 147, Asset Purchase Agreement
EASTW0118034.1

EXHIBIT II

FAIR MARKET VALUE, which is determined using Arm's Length Valuation Methodologies, and which amount is \$1,532,000 (the "**Purchase Price**"). This is comprised of \$1,527,000 as outlined in the Valuation Memorandum plus \$5,000 remuneration for the cost of filing Trademarks, Patents and Copyrights transferred under this Agreement.