

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332368

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TEAMVIEWER GMBH		09/19/2014	LIMITED LIABILITY COMPANY: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TEAMVIEWER UK LIMITED		
<b>Street Address:</b>	74 RIVINGTON STREET		
<b>City:</b>	LONDON		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2A 3AY		
<b>Entity Type:</b>	PRIVATE COMPANY: ENGLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4287766	MONITIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	9547906700		
<b>Email:</b>	trademarks@johnsonmartinlaw.com		
<b>Correspondent Name:</b>	Johnson & Martin, P.A.		
<b>Address Line 1:</b>	500 West Cypress Creek Road		
<b>Address Line 2:</b>	Suite 430		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33309		
<b>ATTORNEY DOCKET NUMBER:</b>	10220-0011		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	James David Johnson		
<b>Address Line 1:</b>	500 West Cypress Creek Road		
<b>Address Line 2:</b>	Suite 430		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33309		
<b>NAME OF SUBMITTER:</b>	Joyce Dougherty		
<b>SIGNATURE:</b>	/Joyce Dougherty/		

OP \$40.00 4287766

<b>DATE SIGNED:</b>	02/17/2015
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**Total Attachments: 4**  
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## TRADEMARK SALE AND TRANSFER AGREEMENT

[• date] 19. Sept. 2014

### PARTIES:

- (1) **TeamViewer GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), duly formed and validly existing under the laws of Germany, registered with the commercial register (*Handelsregister*) of the district court of Ulm under registration number HRB 534075, with registered office in Kuhnbergstraße 16, 73037 Göppingen

- Transferor -

and

- (2) **TeamViewer UK Limited**, a private company limited by shares organized under the laws of England and Wales (registered number 09108787) with its registered office at 74 Rivington Street, London, United Kingdom, EC2A 3AY

- Transferee -

- Transferor and Transferee together the *Parties* -

### WHEREAS:

(A) Pursuant to a Sale and Purchase Agreement, dated as of 5 May 2014 between TV GFI Holding Company S.à r.l.; GFI Software Pty. Ltd., GFI Software Ltd., TeamViewer Inc., Monitis Inc., GFI Software IP S.à r.l., TigerLuxOne S.à r.l., Blitz 14-58 GmbH and GFI Software Holding Company GmbH (the *SPA*) and a Bill of Sale dated as of 8 July 2014 between GFI Software IP S.à r.l. and Transferee (the *Bill of Sale*), certain Acquired IP Assets (as defined in the SPA) were intended to transfer to Transferee.

(B) In deviation from the provisions of the SPA certain trademarks which form part of the Acquired IP Assets (as defined in the SPA) and which are specified in Annex I hereto (the *Monitis Trademarks*) were sold and transferred to Transferor before the execution of the Bill of Sale;

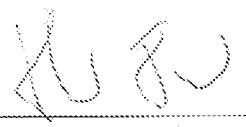
(C) In order to effectuate the IP allocation envisaged by the SPA and the Bill of Sale, the Parties are willing to enter into this Trademark Sale and Transfer Agreement (this *Agreement*).

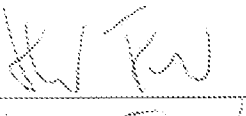
**IT IS HEREBY AGREED:**

1. Transferor hereby irrevocably and unconditionally sells, conveys, assigns, grants, transfers and delivers to Purchaser and its successors and assigns, for its and their own use and benefit forever, and Transferee hereby purchases, acquires, and accepts:
  - a. all of Transferor's right, title and interest in and to the Monitis Trademarks, free and clear of any liens, charges or other encumbrances; and
  - b. all of Transferor's rights, claims and privileges pertaining to any and all of the Monitis Trademarks, including:
    - i. the benefit of all priority dates;
    - ii. the right to seek and obtain registrations in other countries;
    - iii. all statutory and common law rights attaching to any Monitis Trademarks, together with the goodwill of the business relating thereto; and
    - iv. the right to sue (and retain damages recovered and costs and attorneys' fees) and obtain injunctive relief in respect of any infringement, unauthorized use or misappropriation of any of the Monitis Trademarks.
2. In consideration for the sale and transfer hereunder, Transferee shall pay to Transferor EUR 1.00 plus VAT, as applicable (the **Purchase Price**). Transferor shall issue an invoice for the Purchase Price to Transferee without undue delay.
3. Transferor shall, at its own cost, perform all further acts and things, and execute and deliver all further documents required by law or which the Transferee requests for the purpose of vesting in the Transferee the full benefit of the right, title and interest assigned to the Transferee under this Agreement, including executing as soon as reasonably practicable any deeds, agreements or other documents required by the Transferee to effect registration or recordal of the assignment of the Monitis Trademarks to the Transferee in any jurisdiction. Transferor authorizes Transferee and Transferee's agents to sign all forms that Transferee considers appropriate to record the Monitis Trademarks in the name of Transferee.
4. Transferor shall deliver to Transferee (or Transferee's nominated representative) as soon as practicable after the date of this Agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Monitis Trademarks.
5. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) with respect to all or any part of the subject matter of this Agreement. No side agreements to this Agreement exist. Any amendment or supplement to or modification of this Agreement, including this provision, shall be valid only if made in writing.
6. This Agreement shall be governed by and construed in accordance with the substantive laws of Germany, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

- 7. Should any provision of this Agreement be or become, or be deemed to be or become, invalid or unenforceable as a whole or in part, the validity and enforceability of the remaining provisions shall not be affected thereby. Any such invalid or unenforceable provision shall, to the extent permitted by law, be deemed replaced by such valid and enforceable provision as comes closest to the economic intent and purpose of such invalid or unenforceable provision. The same shall apply in the event that this agreement contains any gaps (*Vertragslücken*).

This Agreement is signed by duly authorised representatives of the Parties:

SIGNED ) SIGNATURE:   
for and on behalf of )  
TeamViewer GmbH ) NAME: Holger Fey

SIGNED ) SIGNATURE:   
for and on behalf of )  
TeamViewer UK Limited ) NAME: Holger Fey

**Annex 1 – Monitis Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
Monitis	CTM	010434777	25 April 2012
MonitorUs	CTM	010434801	9 October 2012
Monitis	USA	4,287,766	12 February 2013