

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mezeo Software corporation		06/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Zimbra, Inc.		
Street Address:	3000 Internet Blvd., Suite 200		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75034		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3680923	MEZEO SOFTWARE	
Registration Number:	3680922	MEZEO	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131951		
Address Line 4:	Dallas, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	50444-G99999		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/Jan Muennink/		
DATE SIGNED:	03/03/2015		
Total Attachments: 7			
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PATENT AND TRADEMARK ASSIGNMENT

This **PATENT AND TRADEMARK ASSIGNMENT** (this "Assignment") is entered into effective as of the June 27, 2014, by and between **ZIMBRA, INC.**, a Texas corporation ("Buyer"), and **MEZEO SOFTWARE CORPORATION**, a Delaware corporation ("Seller"). Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Agreement (defined below).

RECITALS

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement (the "Agreement"), dated as of date hereof, by and among Buyer, Seller, the Mezeo Liquidating Trust, a Trust formed pursuant to the laws of the State of Delaware, Steve Lesem, a resident of the State of Texas, and Chris Honeycutt, a resident of the State of Texas; and

WHEREAS, the Agreement contemplates that Seller will sell, assign and transfer to Buyer all of its right, title and interest in and to the Assets, including: (i) all patents identified in Appendix 1 of this Assignment (the "Patents"); and (ii) all trademarks identified in Appendix 1 (the "Trademarks");

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Patents and Trademarks. On the terms and subject to the conditions set forth in this Assignment, and subject to all of the representations, warranties, covenants, remedies and other provisions set forth in the Agreement (including the cooperation clause contained in Section 10(d) thereof), Seller does hereby sell, convey, transfer and assign to Buyer:

(a) the Patents, and as to any reissue or re-examination of such Patents; for the United States and its territorial possessions and all foreign countries, also including all rights to claim priority, to file applications and obtain patents, utility models, industrial models and designs in its own name; and all rights of action on account of past, present and future unauthorized use or infringement of said Patents; and

(b) the Trademarks, together with the goodwill of the business symbolized by the Trademarks, as well as its entire right, title and interest in and to all registrations of the Trademarks heretofore granted or applied for, any and all common law rights to the Trademarks in the United States and foreign countries, and any and all claims and demands Seller may have either at law or in equity arising out of any past infringements.

2. Grant of Power of Attorney. Seller, for itself and its successors and assigns, irrevocably constitutes and appoints Buyer and its successors and assigns, and each of them, the true and lawful attorney of Seller and its successors and assigns, with full power of substitution and gives and grants unto Buyer and its successors and assigns, and each of them, full power and authority in the name of Seller and their successors and assigns, at any time and from time to time, to execute any and all documents required to substantiate this transfer; to demand, sue for,

recover, and receive any and all rights, demands, claims, causes of action, and warranties of every kind and description whatsoever incident or relating to the Patents and the Trademarks, for the purpose of fully vesting in Buyer and its successors and assigns, all and singular, all the right, title, and interest in and to the Patents and the Trademarks, in each case to the extent of the rights, powers and authorities lawfully granted to or reserved by Seller by this Assignment or applicable law. This power of attorney is coupled with an interest and is irrevocable.

3. Relationship with Agreement; Amendment. This Assignment is executed in furtherance of the Agreement, and is subject to all of the representations, warranties, covenants, remedies and other provisions contained therein. This Assignment may be amended, modified or extended only by a written agreement signed by Buyer and Seller.

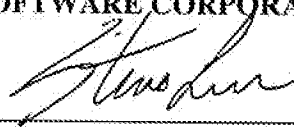
4. Counterparts. This Assignment may be executed in several original counterparts. Each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts shall constitute but one and the same instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized officer of each of the parties hereto as of the date first above written.

SELLER:

MEZEO SOFTWARE CORPORATION

By: 

Steve Lesem, Chief Executive Officer

BUYER:

ZIMBRA, INC.

By: _____
C. Patrick Brandt, Chief Executive Officer

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized officer of each of the parties hereto as of the date first above written.

SELLER:

MEZEO SOFTWARE CORPORATION

By: _____
Steve Lesem, Chief Executive Officer

BUYER:

ZIMBRA, INC.

By:  _____
C. Patrick Brandt, Chief Executive Officer

APPENDIX 1

Please see attached.

PATENTS

Docket Number	Status	Agent	Application Number	Application Date	First Filing Date	Case Type	Relation Type	Filing Type	Patent Number	Grant Date	Title	Publication Number	Publication Date	Expiration Date	Country
584-0013US	Granted		12/12/139	08/25/2005	12/26/2005	Reissue Patent	Original Filing	National	RE10949	11/03/2009	SERVER-SIDE RECYCLE BIN SYSTEM		12/26/2020	United States	
584-0021US	Granted		11/07/063	07/09/2007	07/10/2006	Regular	Original Filing	National	7,865,584	01/04/2011	NATIVE FILE TO SHARED RESOURCE LOCKER NAMING	US252058-0076883	01/17/2008	12/11/2026	United States
584-0022US	Granted		11/809,206	12/11/2006	12/11/2006	Regular	Original Filing	National	7,743,039	06/22/2010	FILE OPERATIONS WITH MULTIPLE LEVEL FILE LOCKING TECHNIQUES	US252058-0140663	06/12/2008	02/15/2026	United States
584-0023US	Granted		11/808,213	12/11/2006	12/11/2006	Regular	Original Filing	National	7,664,781	02/16/2010	FILE OPERATIONS WITH PERSISTENT FILE LOCKING TECHNIQUES	US252058-0270405	03/30/2008	02/15/2026	United States
584-0027US	Granted		11/270,688	11/09/2005	12/24/2002	Regular	Division	National	7,389,349	06/17/2008	ELECTRONIC MESSAGING SYSTEM WITH INTELLIGENT FOLDS	US252058-0068239	03/16/2006	12/24/2023	United States
584-0029US	Filed		11/755,490	05/30/2007	12/28/2001	Regular	Continuation	National			INSTANT MESSAGING SYSTEM	US252074-0268309	06/27/2007	12/29/2026	United States
584-0030US	Granted	David A. Johnson	2,432,229	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	2,432,291	04/05/2011	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	Canada
584-0031US	Granted	Smart & Bigler - Ottawa	01/892,253	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	1344156	09/10/2008	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	Switzerland
584-0032US	Granted	China Patent Agent (H.K.) Ltd.	01/852,849.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	ZL01815264.3	05/12/2010	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/19/2021	China P.R.
584-0033US	Granted	China Patent Agent (H.K.) Ltd.	01/852,849.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	60139776.0	09/10/2008	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	Germany
584-0034US	Granted	Smith & Clark	01/892,253.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	1344156	09/10/2008	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	Denmark
584-0035US	Granted	Smith & Clark	01/892,253.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	1344156	09/10/2008	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	France
584-0036US	Granted	Smith & Clark	01/892,253.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	1344156	09/10/2008	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	United Kingdom
584-0037US	Granted	Smith & Clark	01/892,253.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	1344156	09/10/2008	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	France
584-0038US	Granted	Smith & Clark	01/892,253.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	1344156	09/10/2008	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	United Kingdom
584-0039US	Granted	China Patent Agent (H.K.) Ltd.	04107749.6	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	HK1065133	12/17/2010	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1065133A	02/08/2005	12/20/2021	Hong Kong
584-0040US	Granted	Smith & Clark	01/892,253.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	1344156	09/10/2008	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	Ireland
584-0041US	Granted	Smith & Clark	01/892,253.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	2,656,526	05/03/2007	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	4874826	02/08/2012	12/20/2021	Japan
584-0042US	Granted	Smith & Clark	01/892,253.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	1344156	09/10/2008	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	Malaysia
584-0043US	Granted	Smith & Clark	01/892,253.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	1344156	09/10/2008	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	Netherlands
584-0044US	Granted	Smith & Clark	01/892,253.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	05/000	10/28/2004	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	Russian Federation
584-0045US	Granted	Smith & Clark	200300720	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	1344156	10/31/2005	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1344156	09/10/2008	12/20/2021	Sweden
584-0046US	Granted	Smith & Clark	01/892,253.3	12/20/2001	12/22/2000	Regular	Original Filing	Patent Cooperation Treaty	89587	07/15/2003	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	1083252A	06/30/2006	12/22/2020	Singapore
584-0047US	Granted	Smith & Clark	087747497	12/22/2000	12/22/2000	Regular	Original Filing	National	6,936,977	07/15/2003	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	6,936,977	07/26/2010	05/13/2023	United States
584-0048US	Granted	Smith & Clark	10,290,470	05/17/2002	05/17/2002	Regular	Original Filing	Patent Cooperation Treaty	10,972,308	07/20/2010	APPLICATION GENERATOR	US20205194314	12/19/2002	05/13/2023	Republic of Korea
584-0049US	Granted	China Patent Agent (H.K.) Ltd.	10,147,633	05/17/2002	05/17/2002	Regular	Original Filing	Patent Cooperation Treaty	6,932,366	12/14/2004	APPLICATION GENERATOR	US252058-0216807	06/27/2009	02/25/2026	United States
584-0050US	Filed	Central International Law Firm	12/036,765	02/25/2008	02/25/2008	Regular	Continuation	National	7,912,888	03/22/2011	SECURE BLOCK READ AND WRITE PROTOCOL FOR REMOTELY STORED FILES	US252014-0188007	05/26/2011		United States

TRADEMARKS

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Current Owner
MEZEO	U.S.	3,680,922	9/8/2009	I.C. 9 – Computer software platforms for the remote collection, editing, organizing, transmission, storage and sharing of data and information, for providing desktop, mobile and Internet browser access to the services provided by the platforms, and for providing application programming interfaces for third party development of software applications that can use the services of the platforms.	SIMDESK TECHNOLOGIES, INC. DBA MEZEO SOFTWARE CORPORATION
MEZEO SOFTWARE	U.S.	3,680,923	9/8/2009	I.C. 9 – Computer software platforms for the remote collection, editing, organizing, transmission, storage and sharing of data and information, for providing desktop, mobile and Internet browser access to the services provided by the platforms, and for providing application programming interfaces for third party development of software applications that can use the services of the platforms.	SIMDESK TECHNOLOGIES, INC. DBA MEZEO SOFTWARE CORPORATION

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