

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM347717

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Asset Purchase	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reimage.com (Israel) Ltd.		09/09/2009	CORPORATION: ISRAEL
Reimage.com, Inc.		09/09/2009	CORPORATION
RECEIVING PARTY DATA			
Name:	Highmarket Holdings Limited		
Street Address:	Trident Chambers, Road Town		
Internal Address:	PO Box 146		
City:	Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	CORPORATION: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3562750	REIMAGE	
Registration Number:	3562751	REIMAGE.COM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	office@propats.com		
Correspondent Name:	PROFESSIONAL PATENT SOLUTIONS		
Address Line 1:	P.O.B. 654		
Address Line 4:	Herzeliya Pituach, ISRAEL 46105		
ATTORNEY DOCKET NUMBER:	RIM-TM-001-US1/RIM-TM-002		
NAME OF SUBMITTER:	Vladimir Sherman		
SIGNATURE:	/Vladimir Sherman/		
DATE SIGNED:	07/13/2015		
Total Attachments: 13			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**"), dated as of September 9, 2009, is entered into by and among Highmarket Holdings Limited, a company incorporated under the laws of the British Virgin Islands under number 1538908, the registered office of which is at Trident Chambers, PO Box 146, Road Town, Tortola, British Virgin Islands ("**Buyer**"), and Reimage.com, Inc. (the "**Parent**") and Reimage.com (Israel) Ltd., the Parent's wholly owned Israeli subsidiary (the "**Subsidiary**"; the Subsidiary and the Parent, jointly and severally, the "**Sellers**").

WHEREAS, the Sellers have developed certain software products allowing the fixing and optimization of software by remote means (the "**Business**");

WHEREAS, the Sellers own the Purchased Assets (as hereinafter defined) which are required in order to operate the Business; and

WHEREAS, the Buyer desires to acquire from the Sellers, and the Sellers desire to sell and assign to Buyer, all of their rights, title and interest in the Purchased Assets, upon the terms and subject to the conditions hereinafter set forth so that it can operate and further develop the Business;

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

1. **Definitions**

The following terms, as used herein, have the following meanings:

- 1.1. "**Affiliate**" means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such other Person.
- 1.2. "**Ancillary Agreements**" means any and all assignment and transfer documents and agreements which Buyer may reasonably request that Seller execute and deliver at the Closing, in addition to this Agreement, all as required to give effect to the transactions contemplated hereby.
- 1.3. "**Bankruptcy Event**" means any of the following events, if either of the Sellers (i) shall admit in writing its inability to pay its debts as they fall due; (ii) shall become insolvent; (iii) shall apply for or consent to the appointment of any liquidator (other than a liquidator in voluntary liquidation), receiver, trustee or administrator for all or a substantial part of its business, properties, assets or revenues; (iv) shall have a liquidator (other than a liquidator in voluntary liquidation), receiver, trustee or administrator appointed; (v) shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, arrangement, readjustment of debt, dissolution, liquidation or similar executory or judicial proceeding, other than a voluntary liquidation or dissolution; (vi) shall have instituted against it a bankruptcy, arrangement, readjustment of debt, dissolution, liquidation (other than a voluntary liquidation or dissolution) or similar executory or judicial proceeding that is not cancelled or withdrawn within 90 days; or (vii) shall call a creditors' meeting for the purpose of entering into an arrangement with them.
- 1.4. "**Confidential Information**" means any proprietary information relating to the Business, including but not limited to the Purchased Assets, all copies thereof,

and all Intellectual Property in the Purchased Assets, all designs, concepts, customers, franchise, performance, structure, scientific, technical, algorithmic, price, financial, and marketing information whether in written, physical, digitalized, oral or visual form.

- 1.5. "**control**" means the holding of at least 50% of the voting power in a corporation, or of the right to appoint at least half of the directors or members of a similar body having a similar function in a corporation.
- 1.6. "**Governmental Agency**" means any local, regional, state, foreign or other governmental agency, instrumentality, commission, authority, board or body.
- 1.7. "**Intellectual Property**" means and includes all of the following: (A) United States and non-U.S. patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, re-examination, utility, model, certificate of invention and design patents, design patent applications, registrations and applications for registrations, (B) copyrights and registrations and applications for registration thereof, (C) computer software, programs, flow charts, programmers' notes, data and documentation, (D) domain names, brands and URL's, all graphics and graphic elements, art work, copy, design, look or appearance, content of websites, flow charts and software, whether in written, physical, digitalized or visual form, (E) databases, online and offline marketing material, (F) technology, trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, know-how, designs, prototypes, enhancements, improvements, works-in-progress, research and development information, and (G) other proprietary rights relating to any of the foregoing (including without limitation remedies against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions).
- 1.8. "**Lien**" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof), any trust, any filing or agreement to grant, deposit or file a pledge or financing statement as debtor under applicable law, or any subordination arrangement in favor of another Person.
- 1.9. "**Person**" means an individual, corporation, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

2. **Transfer and Sale of Purchased Assets**

- 2.1. **Transfer and Sale.** Upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from the Sellers and the Sellers agree to sell, transfer, assign and deliver to the Buyer at the Closing (as defined below), free and clear of all Liens, all right, title and interest in and to all of Seller's properties and assets (other than the Excluded Assets (as defined below)) of every kind and nature, real, personal or mixed, tangible or intangible, wherever located, and related to the Business (collectively, the "**Purchased Assets**"), including, without limitation:
 - 2.1.1. All of Sellers' rights in the software that is being used in the Business, including the rights of the Sellers under all licenses to use the same, if any, including source code, flow charts, coding

sheets, programmer's notes, code documentation, routines, engineering specifications, know-how and other rights pertaining to the same (collectively, the "Software"), it being understood that Sellers are providing the Buyer with the same rights they hold in the Software and not more; All separately identifiable Software is listed in **Exhibit 2.1.1** attached hereto.

- 2.1.2. All trademarks, service marks, trade names, brand names, logos, slogans and trade references, whether registered, under application or otherwise, being used in the Business, including those listed on **Exhibit 2.1.2** attached hereto;
- 2.1.3. All graphics and graphic elements, art work, copy, design, look or appearance, whether in written, physical, digitalized or visual form used in the Business, including those described in **Exhibit 2.1.3** attached hereto, including any and all intellectual property and any other proprietary rights associated therewith existing at any time under any laws;
- 2.1.4. All domain names used in the Business, including those listed in **Exhibit 2.1.4** attached hereto, including all files, correspondence and other records relating to or reflecting Sellers' registration of such domain names or any and all right and interest therein, and any and all intellectual property and any other proprietary rights associated therewith existing at any time under any laws;
- 2.1.5. All information collected by the Sellers about users of the Software or websites ("Users"), including, without limitation, such users' identity and their transaction history, and including all marketing data, plans and strategies, forecasts, customer and supplier lists and relations, operating procedures, pricing methods and future plans, including, all goodwill associated therewith and inhering therein (the "Database");
- 2.1.6. All works of authorship or other Intellectual Property authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by the Sellers or their employees or agents and used by the Sellers in the conduct of the Business, or developed by the Seller for use in the Business, in any stage of development, including those listed in **Exhibit 2.1.6** attached hereto;
- 2.1.7. Any Intellectual Property not listed in Sections 2.1.1 through 2.1.6 that is embodied in or pertaining to the Business, whether pending, applied for or issued, wherever filed;
- 2.1.8. All tangible personal property owned by the Parent, wherever located, that is used or licensed, intended to be used, licensed or sold, or held for use, license or sale by or on behalf of Seller in connection, directly or indirectly, with the Business, including all hardware, computers, servers, peripheral equipment, computing or communications devices, equipment, supplies, works in progress, furniture, in each such case whether such tangible personal property is then held by any of these parties, is in transit or is in the

possession of a subcontractor, licensee, consignee, agent or other Person, including, without limitation, the items listed on **Exhibit 2.1.8** attached hereto (the "**Tangible Property**");

- 2.1.9. All rights in and under the contracts relating to the Business or the Purchased Assets that are listed on **Exhibit 2.1.9** attached hereto, including all goodwill associated therewith and inhering therein and originals of all files (to the extent available), information, correspondence and other records relating to or reflecting such contracts (the "**Contracts**");
 - 2.1.10. All permits, authorizations, licenses, certifications, registrations, consents and approvals of any Governmental Agency used in connection with the Business (the "**Permit(s)**");
 - 2.1.11. All books, records files and papers, whether in hard copy or electronic format, used in the Business, including without limitation, engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present, former and prospective suppliers or customers, personnel and employment records; and
 - 2.1.12. All goodwill associated with the Business or any of the above assets.
- 2.2. **Excluded Assets.** Notwithstanding any provision of Section 2.1, the following assets of the Sellers shall be excluded from the Purchased Assets, and all rights in, such assets shall remain exclusively with the Sellers (collectively, the "**Excluded Assets**");
- 2.2.1. All cash, cash balances, deposits and cash equivalents as of the Closing Date;
 - 2.2.2. All tax returns filed and associated tax records and rights to refunds or claims to overpayments attributed to tax payments made;
 - 2.2.3. The shares of the Subsidiary;
 - 2.2.4. All rights of the Sellers under this Agreement;
 - 2.2.5. All accounts receivable of the Sellers as of the Closing Date accruing, arising out of or relating to the Business or the Purchased Assets;
 - 2.2.6. All tangible personal property owned by the Subsidiary; and
 - 2.2.7. The other assets listed on **Exhibit 2.2.7** attached hereto.
- 2.3. **Assumption of Liabilities.** On the Closing Date, the Buyer will deliver to the Sellers the Assumption Agreement (as defined below) pursuant to which Buyer will, subject to the terms and conditions of this Agreement, effective as of the Closing Date, assume and agree to perform, discharge and satisfy, in accordance with their respective terms and subject to the respective conditions thereof, the obligations and duties accruing, arising out of or relating to the conduct or operation of the Business, or the ownership or use of the Purchased Assets, after the Closing Date (collectively, the "**Assumed Liabilities**").

[Signature Page to Asset Purchase Agreement]

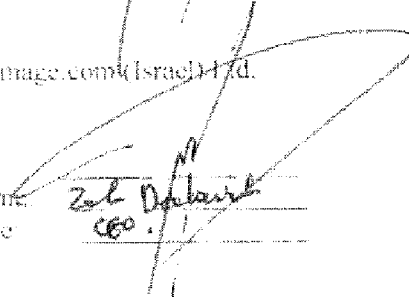
IN WITNESS WHEREOF, the parties hereto have set their hands, and duly authorized this Agreement by their authorized officers as of the day and year first above written.

SELLERS

Reimage.com, Inc.

By: 
Name: Zoh Dahan
Title: CEO

Reimage.com (Israel) Ltd.

By: 
Name: Zoh Dahan
Title: CEO

BUYER:

Highmarket Holdings Limited

By: _____
Name: _____
Title: _____

- 12.9. Notices. Any notice required or permitted hereunder shall be in writing and shall be delivered by overnight courier or by confirmed facsimile to the relevant parties hereto at the respective addresses set forth above (as may be changed by each of the parties from time to time). Any notice shall operate and be deemed to have been served on the fifth business day after the date of delivery to the overnight courier, or the transmission by fax (with electronic confirmation).
- 12.10. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof and the parties hereby agree to waive any requirements for posting a bond in connection with any such action.
- 12.11. No Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. In particular, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 12.12. Advice of Legal Counsel. Each party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.
- 12.13. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have set their hands, and duly authorized this Agreement by their authorized officers as of the day and year first above written.

SELLERS:

Reimage.com, Inc.


By: _____
Name: _____
Title: _____

Reimage.com (Israel) Ltd.

By: _____
Name: _____
Title: _____

BUYER:

Highmarket Holdings Limited

By: 
Name: Kleanthis Poussonis
Title: For Multiserve Ltd
Director



[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have set their hands, and duly authorized this Agreement by their authorized officers as of the day and year first above written.

SELLERS:

Reimage.com, Inc.

By: _____
Name: _____
Title: _____

Reimage.com (Israel) Ltd.

By: _____
Name: _____
Title: _____

BUYER:

Highmarket Holdings Limited

By: _____
Name: *Zed Pearlman*
Title: *Director*

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have set their hands, and duly authorized this Agreement by their authorized officers as of the day and year first above written.

SELLERS:

Reimage.com, Inc.

By: _____
Name: _____
Title: _____

Reimage.com (Israel) Ltd.

By: _____
Name: _____
Title: _____

BUYER:

Highmarket Holdings Limited

By: Christoph
Name: Therese (Christoph)
Title: Director

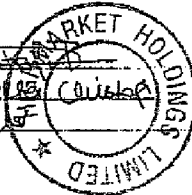
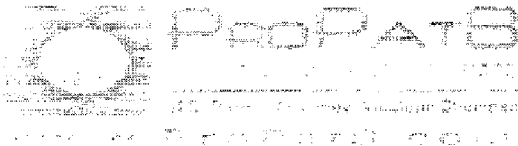


Exhibit 2.1.2

See the IP Status Report dated July 21, 2009 provided by the Seller's patent attorneys,
attached hereto as **Appendix 2.1.2**



21st July, 2009

Via Email (zak@reimage.com; yoni@reimage.com)
Confirmation copy by mail

Mr. Zak Dechovich and Mr. Yoni Kariv
ReImage Ltd.
Rechov Hachilazon 3
Ramat Gan 52522
israel

Re: ReImage IP Portfolio Status Report – July 2009

Dear Messrs. Dechovich and Kariv,

Below please find an updated summary of ReImage's Intellectual Property portfolio.

Patent Families and Applications:

**RIM-001 – A SYSTEM AND METHOD FOR SOFTWARE APPLICATION
REMEDICATION**

- **PCT Application No. PCT/IL2007/000677 (published as WO
2007/141780);**
Filed: July 4, 2007 and which claims priority from US provisional patent
application 60/810,704 filed June 5, 2006 (Our Ref: RIM-PU-001-PC1)
Expired

- **U.S. National Phase Patent Application No. 12/303,375;**
International Filing Date: July 4, 2007 (Our Ref: RIM-PU-001-US1)
Awaiting Examination

RIM-002 – SYSTEM AND METHOD FOR REPLACING DEVICE DRIVERS

- **U.S. Utility Patent Application No. 12/170,546;**
Filed: July 10, 2008 (Our Ref: RIM-PU-002-US1)
Awaiting Examination

22 South Maskit St. (3rd Floor) • • Herzliya 46733, Israel
Tel : +972-9-9541971 • Fax: +972-9-9541975
Email: office@propats.com

RIM-003 - SYSTEM AND METHOD FOR SOFTWARE APPLICATION
MIGRATION

- **U.S. Utility Patent Application No. 12/033,914;**
Filed: February 20, 2008 (Our Ref: RIM-PU-003-US1)
Awaiting Examination

RIM-004 - SYSTEM AND METHOD FOR SOFTWARE APPLICATION
INSTALLATION

- **U.S. Utility Patent Application No. 11/953,888;**
Filed: December 11, 2007 (Our Ref: RIM-PU-004-US1)
Awaiting Examination

RIM-005 - METHOD AND SYSTEM FOR CONNECTING TO A SET OF
VIRTUAL MACHINE ENVIRONMENTS USING REGULAR REMOTE
CONTROL CLIENT SOFTWARE

- **U.S. Provisional Patent Application No. 61/055,154;**
Filed: May 22, 2008 (Our Ref: RIM-PP-005-US1)
Expired

RIM-006 - SYSTEM AND METHOD FOR ENHANCING PERFORMANCE OF
COMPUTERIZED USER APPLICATIONS

- **U.S. Provisional Patent Application No. 61/147,162;**
Filed: January 26, 2009 (Our Ref: RIM-PP-006-US1)
Deadline to file utility application(s) claiming priority from U.S. Provisional Patent
Application No. 61/147,162 –January 26, 2010

RIM-007 - SYSTEM AND METHOD FOR ENHANCING PERFORMANCE OF
COMPUTER APPLICATIONS

- **U.S. Provisional Patent Application No. 61/157,073;**
Filed: March 3, 2009 (Our Ref: RIM-PP-007-US1)
Deadline to file utility application(s) claiming priority from U.S. Provisional Patent
Application No. 61/157,073 –March 3, 2010

22 South Maskit St. (3rd Floor) •• Herzelia 46733, Israel
Tel : +972-9-9541971 • Fax: +972-9-9541975
Email: office@propats.com

Trademarks:

MARK: REIMAGE; REGISTRATION NUMBER: 3,562,750

Serial Number: 77267926

For International Class 042 (Our Ref: RIM-TM-001-US1)

Registered on the Supplemental Register January 13, 2009

MARK: REIMAGE.COM; REGISTRATION NUMBER: 3,562,751

Serial Number: 77267936

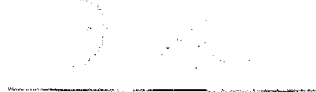
For International Class 042 (Our Ref: RIM-TM-002-US1)

Registered on the Supplemental Register January 13, 2009

If you have any further questions please feel free to contact us.

Sincerely,

Professional Patent Solutions



By: Dina Cohen, Adv.

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Email: office@propats.com