

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hewlett-Packard Company		07/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NETRIGHT LLC		
Street Address:	2841 Illinois Road		
City:	Wilmette		
State/Country:	ILLINOIS		
Postal Code:	60091		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2647063	DESKSITE	
Registration Number:	3288772	FILESITE	
Registration Number:	2566557	IMANAGE	
Registration Number:	2640717	IMANAGE WORKSITE	
Registration Number:	3214244	OFFSITE	
Registration Number:	2608249	WORKDOCS	
Registration Number:	3229703	WORKSITE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-6371		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	19106-1 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/RENEE M. PRESCAN/		

CH \$190.00 2647063

DATE SIGNED:	08/20/2015
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Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 21, 2015 ("Effective Date") by and between **HEWLETT-PACKARD COMPANY**, a Delaware corporation ("Assignor"), and **NETRIGHT LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of June 9, 2015 (the "Purchase Agreement"), pursuant to which Assignor agreed to assign certain trademark applications and registrations to Assignee; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark applications and registrations set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignee as the assignee and owner of the Marks. Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Marks. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Marks, are incorporated herein by this reference. Assignor acknowledges and agrees that the

representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. The parties may execute this Assignment in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile or PDF signature and such facsimile or PDF signature shall be deemed an original. The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

NETRIGHT LLC


By: Neil Araujo
Name: Neil Araujo
Title: President

Signature Page to IP Assignment Agreement - Trademark

TRADEMARK
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

HEWLETT-PACKARD COMPANY

By: 
Name: Rishi Varma
Title: Assistant Secretary, Senior Vice President &
Deputy General Counsel, Corporate Securities and
Mergers & Acquisitions

SCHEDULE A
TRADEMARKS

Mark Name	Country	Status	Class	Application Number	Application Date	Registration Number	Registration Date	Renewal Due Date	Selling Company	Owner of Record
DESKSITE	United States of America	Registered	9	76/266200	04 Jun 2001	2647063	05 Nov 2002	05 Nov 2022	Hewlett-Packard Co.	Interwoven, Inc.
FILESITE	India	Registered	9	1400546	21 Nov 2005	74348322008	05 Aug 2008	21 Nov 2015	Hewlett-Packard Co.	Interwoven, Inc.
FILESITE	United States of America	Registered	9	78636359	24 May 2005	3288772	04 Sep 2007	04 Sept. 2017	Hewlett-Packard Co.	Interwoven, Inc.
IMANAGE	Australia	Registered	9	843052	19 Jul 2000	843052	09 Feb 2001	19 Jul 2020	Hewlett-Packard Co.	Interwoven, Inc.
IMANAGE	Canada	Registered	9	1067451	18 Jul 2000	TMA565352	30 Jul 2002	30 Jul 2017	Hewlett-Packard Co.	Interwoven, Inc.
IMANAGE	Japan	Registered	9	2000-091044	18 Aug 2000	4466484	13 Apr 2001	13 Apr 2021	Hewlett-Packard Co.	Interwoven, Inc.
IMANAGE	European Community	Registered	9	1771419	24 Jul 2000	1771419	21 Nov 2001	24 Jul 2020	Hewlett-Packard Co.	Interwoven, Inc.
IMANAGE	United States of America	Registered	9	76/000311	14 Mar 2000	2566557	07 May 2002	07 May 2022	Hewlett-Packard Co.	Interwoven, Inc.
IMANAGE	Singapore	Registered	9	T00/12744G	20 Jul 2000	T00/12744G	20 Jul 2000	14 Mar 2020	Hewlett-Packard Co.	Interwoven, Inc.
IMANAGE and Design	European Community	Registered	9	1775006	24 Jul 2000	1775006	24 Oct 2001	24 Jul 2020	Hewlett-Packard Co.	Interwoven, Inc.
IMANAGE WORKSITE	United States of America	Registered	9	76/203871	02 Feb 2001	2640717	22 Oct 2002	22 Oct 2022	Hewlett-Packard Co.	Interwoven, Inc.
OFFSITE	Spain	Registered	9	M 2798313	11 Oct 2007	M 2798313	03 Apr 2008	11 Oct 2017	Hewlett-Packard Co.	Interwoven, Inc.
OFFSITE	France	Registered	9	3547039	05 Jan 2006	63547039	06 Jun 2008	05 Jan 2016	Hewlett-Packard Co.	Interwoven, Inc.
OFFSITE	United States of America	Registered	9	78/636286	24 May 2005	3214244	27 Feb 2007	27 Feb 2017	Hewlett-Packard Co.	Interwoven, Inc.
OFFSITE	Benelux	Registered	9	1150957	24 May 2005	836995	07 Apr 2008	24 May 2015	Hewlett-Packard Co.	Interwoven, Inc.
OFFSITE	Germany (Federal Republic of)	Registered	9	307627063	21 Nov 2005	30762706	04 Sep 2008	21 Nov 2015	Hewlett-Packard Co.	Interwoven, Inc.
OFFSITE	India	Registered	9	1400547	21 Nov 2005	1400547	19 Jul 2008	21 Nov 2015	Hewlett-Packard Co.	Interwoven, Inc.

Mark Name	Country	Status	Class	Application Number	Application Date	Registration Number	Registration Date	Renewal Due Date	Selling Company	Owner of Record
OFFSITE	Israel	Registered	9	204184	23 Sep 2007	204184	10 May 2009	23 Sep 2017	Hewlett-Packard Co.	Interwoven, Inc.
WORKDOCS	United States of America	Registered	9	76/265470	04 Jun 2001	2608249	13 Aug 2002	13 Aug 2022	Hewlett-Packard Co.	Interwoven, Inc.
WORKSITE	European Community	Registered	9, 16, 42	5203476	18 Jul 2006	5203476	15 Nov 2007	18 Jul 2016	Hewlett-Packard Co.	Interwoven, Inc.
WORKSITE	Singapore	Registered	9	T0704163G	13 Dec 2006	912309	13 Dec 2006	13 Dec 2016	Hewlett-Packard Co.	Interwoven, Inc.
WORKSITE	United States of America	Registered	9	78/907792	14 Jun 2006	3229703	17 Apr 2007	17 Apr 2017	Hewlett-Packard Co.	Interwoven, Inc.

TRADEMARK

REEL: 005607 FRAME: 0222

RECORDED: 08/20/2015