# CH \$40.00 43301

ETAS ID: TM354461

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

| Name                           | Formerly | Execution Date | Entity Type                               |
|--------------------------------|----------|----------------|---|
| Xtraction Technologies Pty Ltd |          | 09/08/2015     | Proprietary Limited Company:<br>AUSTRALIA |

## **RECEIVING PARTY DATA**

| Name:           | Crimson Corporation             |  |  |
|-----------------|---------------------------------|--|--|
| Street Address: | 698 West 10000 South, Suite 500 |  |  |
| City:           | South Jordan                    |  |  |
| State/Country:  | UTAH                            |  |  |
| Postal Code:    | 84095                           |  |  |
| Entity Type:    | CORPORATION: DELAWARE           |  |  |

## **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4330116 | XTRACTION |

#### CORRESPONDENCE DATA

**Fax Number:** 8776655870

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.

**Phone:** 8017995825

**Email:** klanderson@hollandhart.com

Correspondent Name: H. Matthew Horlacher

Address Line 1: P.O. Box 11583

Address Line 4: Salt Lake City, UTAH 84110

| ATTORNEY DOCKET NUMBER:                 | 47902.0002             |  |
|---|------------------------|--|
| NAME OF SUBMITTER: H. Matthew Horlacher |                        |  |
| SIGNATURE:                              | /H. Matthew Horlacher/ |  |
| DATE SIGNED:                            | 09/08/2015             |  |

## **Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated September 8, 2015, is made by Xtraction Technologies Pty Ltd, a proprietary limited company of Australia, ("Assignor"), in favor of Crimson Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignor was acquired by LANDesk Software Australia Pty Ltd. ("Acquirer"); and

WHEREAS, Acquirer desires that Assignor convey to Assignee, an affiliate of Acquirer, certain intellectual property for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor agrees as follows:

- 1. <u>Assignment</u>. For and in consideration of the above Recitals, Ten U.S. Dollars (\$10.00 USD), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) 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; and
- (d) 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.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Trademark Assignment 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 Trademark Assignment delivered by facsimile, e-mail or

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other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

- 4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- Governing Law. This Trademark Assignment and any claim, controversy, dispute or 5. cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Xtraction Technologies Pty Ltd

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# SCHEDULE 1

# ASSIGNED TRADEMARK REGISTRATIONS

| Country   | Registration No.<br>Tractement                      | Owner of Record                      | Classes / Goods and Services   |
|-----------|---|--------------------------------------|--|
| Australia | 1409816<br>XTRACTION<br>Filed:<br>18 February 2011; | Xtraction<br>Technologies Pty<br>Ltd | Class 9:  Computer software for use by information technology service and operations specialists for the reporting of information, and the building of graphical interactive customized presentation of information and status updates about a variety of information technology systems of a business, including help desk functions, telephone usage, management, license management, security management, and iT asset management.                                      |
| USA       | 4330116<br>XTRACTION<br>Filed:<br>01 April 2011     | XTRACTION<br>TECHNOLOGIES<br>PTY LTD | Class 9:  Computer software for use by information technology service and operations specialists for the reporting of information and the building of graphical interactive dashboards that allow for the customized presentation of information and status updates about a variety of information technology systems of a business, including help desk functions, telephone usage, contract management, license management, security management, and IT asset management |

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