

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360098

<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>
ZIMBRA, INC.		09/14/2015	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SYNACOR, INC.		
<b>Street Address:</b>	40 La Riviere Drive, Suite 300		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14202		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86056062		
<b>Serial Number:</b>	86070339	ZIMBRA	
<b>Registration Number:</b>	3357288	ZIMBRA	
<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>Email:</b>	chirschberg@synacor.com		
<b>Correspondent Name:</b>	Cynthia J. Hirschberg, Synacor, Inc.		
<b>Address Line 1:</b>	40 La Riviere Drive, Suite 300		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14202		
<b>NAME OF SUBMITTER:</b>	Cynthia J. Hirschberg		
<b>SIGNATURE:</b>	/Cynthia J. Hirschberg/		
<b>DATE SIGNED:</b>	10/27/2015		
<b>Total Attachments: 5</b>			
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OP \$90.00 86056062

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of September 14, 2015 by and among Zimbra, Inc., a Texas corporation ("Assignor"), Synacor, Inc., a Delaware corporation ("Assignee"), and Sync Holdings, LLC, a Delaware limited liability company ("Subsidiary").

WHEREAS, in connection with that certain Asset Purchase Agreement (the "Purchase Agreement") dated effective as of August 18, 2015 by and among Assignor, Assignee and Subsidiary, Assignor has agreed to assign to Subsidiary all of Assignor's right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto, and all corresponding trademark applications and registrations thereof and all worldwide and common law rights thereto (hereinafter the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement of even date herewith by and among Assignor, Assignee and Subsidiary (the "Subsidiary Assignment"), Subsidiary has agreed to assign all of its rights and obligations under the Purchase Agreement to Assignee, and Assignor has consented to such assignment; and

WHEREAS, pursuant to the Purchase Agreement and the Subsidiary Assignment, Assignor, Assignee and Subsidiary hereby agree Assignor shall convey, transfer, sell and assign unto Assignee, in place of Subsidiary, and Assignee shall, in place of Subsidiary, acquire all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby irrevocably convey, transfer, sell and assign unto Assignee all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, and pursuant to Section 10 of the Trademark Act, 15 U.S.C. §1060, such assignment includes the portion of the business of Assignor to which the Trademarks pertain, which business is ongoing and existing, and all rights to sue (including filing and prosecuting opposition, cancellation and other similar proceedings) and for recovery, damages and profits due or accrued, arising out of or in connection with, any and all past, present and future infringements or dilution of or damage or injury to the Trademarks or such associated goodwill, if any. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks. Assignor covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Agreement, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Trademarks. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and in behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.

Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Trademarks or attempt to register or cause to be registered (or make any filing with respect to) any of the Trademarks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.

This Agreement will be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of Electronic Delivery will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

*[Signature page follows]*

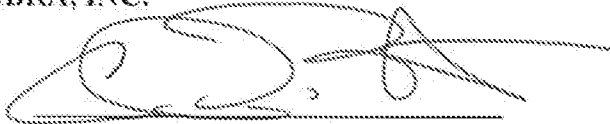
IN TESTIMONY WHEREOF, the person executing this Agreement in a representative capacity on behalf of Assignor warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.

ASSIGNOR:

ZIMBRA, INC.

Date: September 10, 2015

By:



Name: C. PATRICK BRANDT

Title: CHAIRMAN

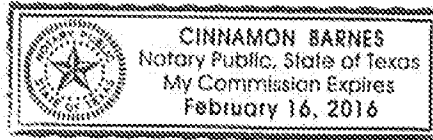
State of Texas )  
County of Dallas ) ss:

On 10 - Sept -, 2015, before me, Cinnamon Barnes, personally appeared C. Patrick Brandt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Cinnamon Barnes



*[Signature page to Trademark Assignment Agreement]*

IN TESTIMONY WHEREOF, the person executing this Agreement in a representative capacity on behalf of Assignee warrants that he is fully authorized and empowered to do so and sets his hand and seal the day and year set with his signature.

ASSIGNEE:


SYNACOR, INC.

Date: September 14, 2015

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
William S. Stewart  
CFO

IN TESTIMONY WHEREOF, the person executing this Agreement in a representative capacity on behalf of Subsidiary warrants that he is fully authorized and empowered to do so and sets his hand and seal the day and year set with his signature.

SUBSIDIARY:

SYNC HOLDINGS, LLC

Date: September 14, 2015

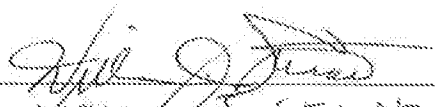
By: Synacor, Inc.

Its: Sole Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
William S. Stewart  
CFO

*[Signature page to Trademark Assignment Agreement]*

**SCHEDULE A**

Trademark	Owner	Country	Filing Date	Reg. Date	Renewal Date	App./Reg. No.	Class	Status
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Zimbra	Zimbra, Inc.	US	07/13/2005	12/18/2007	12/18/2017	3,357,288	009	[REDACTED]
Mezeo	Zimbra, Inc.	US	05/09/2008	09/08/2009	09/08/2015	3680922	009	[REDACTED]
Mezeo Software	Zimbra, Inc.	US	05/09/2008	09/08/2009	09/08/2015	3680923	009	[REDACTED]
Zimbra	Zimbra, Inc.	US	09/20/2013	N/A	N/A	86070339	009, 035, 038, 041, 042, 045	[REDACTED]
Zimbra Design	Zimbra, Inc.	US	09/04/2013	N/A	N/A	86056062	009, 035, 038, 041, 042, 045	[REDACTED]

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