

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PerspecSys Corp.		10/23/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Blue Coat Systems, Inc.		
Street Address:	420 North Mary Avenue		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94085		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4647479	PERSPECSYS	
Serial Number:	86066035	APPPROTEX	
CORRESPONDENCE DATA			
Fax Number:	4154421001		
<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:	415-442-1326		
Email:	ralpert@morganlewis.com		
Correspondent Name:	Rochelle D. Alpert, Morgan Lewis		
Address Line 1:	One Market, Spear Street Tower		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	065483-2000		
NAME OF SUBMITTER:	Rochelle D. Alpert		
SIGNATURE:	/rda/		
DATE SIGNED:	11/09/2015		
Total Attachments: 3			
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INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT

(AMERICAS)

THIS INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT ("Agreement") is made and entered into effective as of October 31, 2015 ("Effective Date") by and between:

PerspecSys Corp., a company organized and existing under the federal laws of Canada ("Assignor"),

and

Blue Coat Systems, Inc., a company organized and existing under the laws of the State of Delaware, U.S.A., ("Assignee" or "Blue Coat").

(Assignor and Assignee are collectively referred to as the "Parties" and individually referred to as "Party")

RECITALS

- A. Assignor is a direct wholly-owned subsidiary of Blue Coat.
- B. Following the acquisition of the PerspecSys group of companies on July 30, 2015, Blue Coat has determined that it is advisable and in the best interests of Blue Coat to integrate the PerspecSys subsidiaries worldwide into the Blue Coat corporate structure (the "Integration").
- C. In connection with the Integration, Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to acquire and accept from Assignor, Assignor's certain Americas intellectual property rights (defined herein as the "Transferring Intellectual Property").
- D. The Parties desire to effect such sale, transfer, conveyance and assignment of the Transferring Intellectual Property in consideration for a lump-sum payment equal to the fair market value of the Transferring Intellectual Property, and in accordance with the terms and conditions set forth herein.

The Parties hereby agree as follows:

Section 1 - Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" of a Party shall mean and include any entity or association controlled by, controlling or under common control with such Party. For the purposes of this definition, the term "control" shall mean the ownership of more than fifty percent (50%) of the voting shares in any entity or association.

1.2 “Copyrights” shall mean (a) any rights in original works of authorship fixed in any tangible medium of expression, and (b) all rights in and to any of the foregoing, which are owned by, licensed to, or otherwise acquired by Assignor as of the Effective Date and used in connection with the Products.

1.3 “Intellectual Property” shall mean any and all Patents, Copyrights, Know-How, Trademarks, inventions, trade secrets, and other intellectual and industrial property rights, intangible property rights, and proprietary rights, together with all enhancements, improvements, modifications, translations, and adaptations thereof, whether registered or not, and all applications and registrations therefor, relating to any or all of the Products, which are owned by, licensed to, or otherwise acquired by Assignor as of the Effective Date.

1.4 “Know-How” shall mean any and all technical information, clinical information, know-how, processes, procedures, methods, computer programs (in source code and object code form), flow charts, drawings, formulae, specifications, designs, process technology, manufacturing requirements, and quality control standards, which are owned by, licensed to, or otherwise acquired by Assignor as of the Effective Date and used in connection with the Products.

1.5 “Transferring Intellectual Property” shall mean (a) any and all Intellectual Property registered with a governmental authority in the Territory, and (b) all other Intellectual Property that is either created in, legally recognized or enforceable under the laws of, or otherwise located within the Territory.

1.6 “Patents” shall mean and include any and all (a) patents, patent applications, and patent disclosures, including all related divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof, and (b) all rights in and to any of the foregoing, whether registered or unregistered, which are owned by, licensed to, or acquired by Assignor as of the Effective Date and used in connection with the Products.

1.7 “Products” shall mean and refer to, individually and/or collectively, Assignor’s enterprise cloud data protection products and solutions.

1.8 “Territory” shall mean all countries of North America and Latin America.

1.9 “Trademarks” shall mean the trademarks, brand names, trade names, service marks, trade dress, domain names, logos, copyrights to logos or pictorial depictions, designs, slogans, and similar designations, anywhere in the world, whether in word mark, stylized or design format, registered or unregistered, which are owned by, licensed to, or otherwise acquired by Assignor as of the Effective Date and used in connection with the Products.

Section 2 - Sale, Transfer, Conveyance, and Assignment of Transferring Intellectual Property

2.1 Assignor hereby sells, transfers, conveys, assigns and agrees to deliver to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, absolutely all right, title and interest in and to the Transferring Intellectual Property.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized and empowered officers and representatives as of the Effective Date.

PerspecSys Corp.

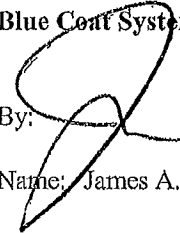
By: 

Name: Allan Lewis

Title: Director

Date: Oct 23, 2015

Blue Coat Systems, Inc.

By: 

Name: James A. Dildine II

Title: Sr. VP of Finance, CAO & Asst. Secretary

Date: 10/23/15

Signature page to Intellectual Property Rights Transfer Agreement (Americas IP)