

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363505

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/06/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gartner, Inc.		11/20/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Nubera eBusiness S.L.
Street Address:	Avenida Diagonal 622, 3-2
City:	Barcelona
State/Country:	SPAIN
Postal Code:	08021
Entity Type:	LIMITED LIABILITY COMPANY: SPAIN

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4465842	GETAPP
Registration Number:	4163993	APPAPPEAL

CORRESPONDENCE DATA

Fax Number: 8602515211
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: 860-251-5703
Email: trademarks@goodwin.com
Correspondent Name: Barb Villandry, Paralegal
Address Line 1: Shipman & Goodwin LLP
Address Line 2: One Constitution Plaza
Address Line 4: Hartford, CONNECTICUT 06103-1919

ATTORNEY DOCKET NUMBER:	22313-1007
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DOMESTIC REPRESENTATIVE

Name: Catherine Intravia
Address Line 1: Shipman & Goodwin LLP
Address Line 2: One Constitution Plaza
Address Line 4: Hartford, CONNECTICUT 06103-1919

OP \$65.00 4465842

NAME OF SUBMITTER:	Barb Villandry, Paralegal
SIGNATURE:	/Barb Villandry/
DATE SIGNED:	11/24/2015
Total Attachments: 3 source=Nubera Agreement#page1.tif source=Nubera Agreement#page2.tif source=Nubera Agreement#page3.tif	

RESCISSION AGREEMENT

This Rescission Agreement (the "Agreement") is made as of November 20, 2015, by and between **Gartner, Inc.**, a Delaware corporation with an address at 56 Top Gallant Road, Stamford, CT 06904 ("Gartner"), and **Nubera eBusiness S.L.**, a limited liability company organized under the laws of Spain with an address at Avenida Diagonal 622, 3-2, Barcelona, Spain 08021 ("Nubera").

Whereas, on July 1, 2015, a subsidiary of Gartner completed the acquisition of all of the outstanding capital stock of Nubera; and

Whereas, prior to the acquisition, Nubera had adopted, used and was the owner of the trademark GETAPP, U.S. Registration No. 4,465,842, and the trademark APPAPPEAL, U.S. Registration No. 4,163,993 (collectively, the "Trademarks"); and

Whereas, in connection with post – closing integration activities between Gartner and Nubera, an administrative error occurred which resulted in the inadvertent assignment on July 6, 2015 by Nubera to Gartner of the Trademarks, together with (a) all renewals of the Trademarks, (b) all income, royalties, damages and payments now and later due and/or payable with respect to the Trademarks including, without limitation, damages and payments for past, present or future infringements, (c) the right to sue for past, present and future infringements, and (d) all rights relating to the Trademarks throughout the world, together with the goodwill of the business connected with and symbolized by the Trademarks (the "Inadvertent Assignments"); and

Whereas, Nubera and Gartner did not then and do not now intend to transfer ownership of the Trademarks and related rights to Gartner, and wish to rescind the Inadvertent Assignments in their entirety within the same taxable year, in accordance with Revenue Ruling 80-58, 1980-1 C.B. 181 (the "Revenue Ruling"); and

Whereas, the taxable year of each of Gartner and Nubera ends on December 31.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gartner and Nubera hereby agree as follows:

1. The Inadvertent Assignments are hereby unconditionally rescinded, deemed null and void *ab initio* and of no force and effect.
2. Each of Gartner and Nubera is restored, within the same taxable year as the Inadvertent Assignments, to the position it was in with respect to the Trademarks immediately prior to the execution of the Inadvertent Assignments, in accordance with the Revenue Ruling.
3. As stated herein, each of Gartner and Nubera acknowledge and agree that Nubera is the owner of the Trademarks: (a) trademark GETAPP, U.S. Registration No. 4,465,842, and (b) trademark APPAPPEAL, U.S. Registration No. 4,163,993 together with (a) all renewals of the Trademarks, (b) all income, royalties, damages and payments now and later due and/or payable with respect to the Trademarks including, without limitation, damages and payments for past, present or future infringements, (c) the right to sue for past, present and future infringements, and (d) all rights relating to the Trademarks throughout the world, together with the goodwill of the business connected with and symbolized by the Trademarks.
4. Each of Gartner and Nubera covenant to take all further actions as may be necessary to give effect to this Agreement, including making any necessary filings with the United States Patent and Trademark Office.

5. This Agreement constitutes the final, complete and exclusive statement of the agreement of Gartner and Nubera with respect to the Trademarks, and shall be binding upon them and their respective successors and assigns.

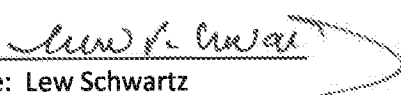
[signatures follow]

IN WITNESS WHEREOF, Gartner and Nubera have caused this Agreement to be duly executed as of the day and year first above written.

GARTNER, INC.

By: 
Name: Craig Salfan
Title: Chief Financial Officer

NUBERA EBUSINESS, S.L.

By: 
Name: Lew Schwartz
Title: Director