

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fog Creek Software, Inc.		07/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Trello, Inc.		
Street Address:	55 Broadway, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85517127	TRELLO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9179039870		
Email:	legal@trello.com		
Correspondent Name:	Brian Schmidt		
Address Line 1:	55 Broadway, 25th Floor		
Address Line 4:	New York, NEW YORK 10006		
NAME OF SUBMITTER:	Brian Schmidt		
SIGNATURE:	/s/ Brian Schmidt		
DATE SIGNED:	03/04/2016		
Total Attachments: 3			
source=TAB 18 Trademark Assignment Agreement by and between Fog Creek Software#page1.tif			
source=TAB 18 Trademark Assignment Agreement by and between Fog Creek Software#page2.tif			
source=TAB 18 Trademark Assignment Agreement by and between Fog Creek Software#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is dated as of July 9, 2014 ("Effective Date") by and between **Fog Creek Software, Inc.**, a Delaware corporation, having a place of business at 55 Broadway, 25th Floor, New York, NY 10006 ("Assignor") and Trello, Inc., a Delaware corporation, having a place of business at 55 Broadway, 25th Floor, New York, NY 10006 ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Contribution Agreement dated as of the date hereof (the "Contribution Agreement") by and between Assignor and Assignee.

WHEREAS, Assignor has adopted, is using and is the sole owner of the right, title, interest and goodwill in and to the trademarks and service marks as set forth on Schedule A hereto (the "Marks");

WHEREAS, Assignee has acquired all of Assignor's right, title and interest in and to the Assets (as defined in the Contribution Agreement), including the Marks, pursuant to the Contribution Agreement;

WHEREAS, pursuant to the Contribution Agreement, Assignor has agreed to execute and deliver certain certificates, instruments and documents, including, but not limited to, instruments of assignment of the Marks, so as to effect the assignment of the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all rights, title and interests in and to: (i) the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks, and (iii) the right to sue and recover for, and the right to payments, royalties, profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill, and Assignor further agrees to execute and have executed all documents, instruments and papers and to perform all acts, without any further consideration, as deemed reasonably necessary by Assignee, its successors and assigns, to perfect in Assignee, its successors and assigns, the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents.
2. Nothing contained in this Assignment shall be construed to limit, terminate or expand the representations, warranties or covenants set forth in the Contribution Agreement.
3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
4. This Assignment shall be governed by, and construed in accordance with the laws of the State of New York applicable to contracts executed in and to be performed in that state and without regard to any applicable conflicts of law.
5. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart or other signature hereupon delivered by facsimile shall be deemed for all purposes as constituting good and valid execution and delivery of this Assignment by such party.

IN WITNESS WHEREOF, Assignor has executed this assignment, as an instrument under seal, as of this 9th day of July, 2014.

ASSIGNOR: FOG CREEK SOFTWARE, INC.
BY: AVRAM JOEL SPOLSKY
TITLE: CHAIRMAN OF THE BOARD

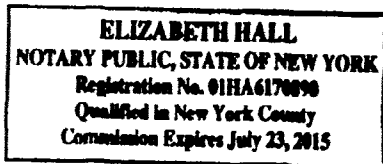
Avram Joel Spolsky
Signature

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 9th day of July, before me, ELIZABETH HALL, Notary Public, personally appeared AVRAM SPOLSKY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal, this 9th day of JULY, 2014.

SEAL:



Elizabeth Hall
NOTARY PUBLIC

NAME: ELIZABETH HALL

COMMISSION EXPIRES: JULY 23, 2015

The foregoing Assignment is hereby accepted as of the 9th day of July, 2014.

ASSIGNEE: TRELLO, INC.
BY: Michael Howard Pryor
TITLE: President and Chief Executive Officer

Michael Howard Pryor
Signature

Schedule A
TRADEMARK REGISTRATIONS AND REGISTRATION APPLICATIONS

Trademark	Country	Classes	Ser. No.	Reg. No.	Status	App. Date	Reg. Date
TRELLO	U.S.	IC 042. US 100, 101.	85517127	4198009	LIVE	January 16, 2012	August 28, 2012