

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376987

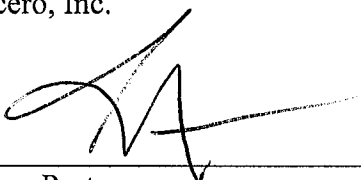
<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Accero, Inc.		11/17/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SumTotal Systems LLC		
<b>Street Address:</b>	2850 NW 43rd Street, Suite 150		
<b>City:</b>	Gainesville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3693384	ACCERO	
<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>Phone:</b>	603-668-0300		
<b>Email:</b>	ipadm@sheehan.com		
<b>Correspondent Name:</b>	Sheehan Phinney Bass & Green PA		
<b>Address Line 1:</b>	1000 Elm Street, 17th Floor		
<b>Address Line 2:</b>	PO Box 3701		
<b>Address Line 4:</b>	Manchester, NEW HAMPSHIRE 03105		
<b>ATTORNEY DOCKET NUMBER:</b>	43331-02801		
<b>NAME OF SUBMITTER:</b>	Karen A. Morin		
<b>SIGNATURE:</b>	/Karen A. Morin/		
<b>DATE SIGNED:</b>	03/17/2016		
<b>Total Attachments: 2</b>			
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**ASSIGNMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Accero, Inc., a Delaware corporation with a place of business at 17040 Pilkington Road, Suite 300, Lake Oswego, Oregon 97035 (hereinafter "Assignor") hereby unconditionally and irrevocably assigns to SumTotal Systems LLC, a Delaware limited liability company with a place of business at 2850 NW 43<sup>rd</sup> Street, Suite 150, Gainesville, Florida 32606, and its successors and assigns (hereinafter collectively "Assignee"), its entire rights, title and interest, of any kind and nature, throughout the world, in and to the trademarks, service marks, and domain names, and any other source identifiers listed on Schedule A attached hereto and incorporated herein by reference (collectively the "Trademark Rights"), and all pending applications and all existing and expired registrations, and all reissues, renewals, and extensions thereof, including but not limited to any such applications and registrations listed on Schedule A, together with the good will of the business in connection with which the Trademark Rights are used and which is represented by said Trademark Rights, and all contracts and contract rights relating to the Trademark Rights, whether oral or written, including but not limited to all license agreements, and all of Assignor's claims, rights to sue and to institute or defend legal and equitable proceedings, past, present and future, connected in any way with the Trademark Rights. Assignor hereby expressly authorizes all government agencies and officials of the United States, any individual state, or any possession or territory of the United States, and of any foreign country, territory or possession, whose duty it is to issue registrations for trademarks, service marks, domain names, or other forms of intellectual or industrial property protection, to transfer and record the transfer of the Trademark Rights to Assignee in accordance with the terms of this instrument.

ASSIGNOR: Accero, Inc.

By:   
Name: Gregory Porto  
Title: Director

Date: 11/17/15

**SCHEDULE A**

**Trademark:**

**ACCERO (USPTO Reg. No. 3693384; International Registration No. 0967775)**