

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GroupLogic, Inc.		10/01/2012	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Acronis International GmbH		
Street Address:	Rheinweg 9		
City:	Schaffhausen		
State/Country:	SWITZERLAND		
Postal Code:	8200		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3072489	GROUPLOGIC	
CORRESPONDENCE DATA			
Fax Number:	7032737684		
<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:	703-273-7680		
Email:	rshapiro@sasiplaw.com		
Correspondent Name:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road, Suite 740		
Address Line 4:	Fairfax, VIRGINIA 22030		
ATTORNEY DOCKET NUMBER:	CPA14034		
NAME OF SUBMITTER:	Ronald E. Shapiro		
SIGNATURE:	/Ronald E. Shapiro/		
DATE SIGNED:	03/20/2016		
Total Attachments: 7			
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IP Sale and Assignment Agreement

between

GroupLogic, Inc.
1100 North Glebe Road
Arlington, VA 22201
USA

“GroupLogic”

and

Acronis International GmbH
Rheinweg 9
8200 Schaffhausen
Switzerland

“Acronis CH”

(GroupLogic together with Acronis CH, hereinafter the **“Parties”**, each a **“Party”**)

Whereas

- (A) On August 31, 2012, Acronis AG acquired 100% of the outstanding shares of GroupLogic.
- (B) GroupLogic is the owner of the GroupLogic IP Rights, GroupLogic Technology and GroupLogic Mobile Technology Products (as defined in Section 1 below) and wants to sell, transfer and assign them to Acronis CH.
- (C) Acronis CH wants to purchase and take over the GroupLogic IP Rights, GroupLogic Technology and GroupLogic Mobile Technology Products from GroupLogic with the exception of MASSTRANSIT, EXTREMEZ-IP, and ArchiveConnect.
- (D) The market value of the GroupLogic IP Rights, GroupLogic Technology and GroupLogic New Technology Products is estimated at _____ (the “**Fair Market Value**”) pursuant to an appraisal made by DLA Piper LLP in a report addressed to Acronis Group dated September 29, 2012.
- (E) The Parties therefore intend to have the intended sale, transfer and assignment of the GroupLogic IP Rights, GroupLogic Technology and GroupLogic New Technology Products governed by the terms and conditions of this IP sale and assignment agreement (the “**Agreement**”).

Now, therefore, the Parties agree as follows:

1. Definitions

- 1 “**GroupLogic IP Rights**” shall mean all worldwide intellectual property rights (“**IP Rights**”) relating to the GroupLogic Mobile Technology Products, including, without limitation, rights arising from or in respect of the following: (i) statutory invention registrations, patent applications and issued or granted patents, utility model applications and issued or granted utility models, including continuations, continuations-in-part, divisionals, provisionals and renewals, and all reissues, re-examination and extensions thereof and any patent or utility model restoration or extension period granted by any state, government or other public or quasi-public legal authority and all priority rights; (ii) the protection of proprietary and confidential information, trade and industrial secrets, and know how; (iii) all copyrights, copyrights registrations and applications therefore and all other rights corresponding thereto; (iv) all rights in industrial designs and any registrations and applications therefore; (v) all rights in World Wide Web addresses, URL’s and domain names and applications and registrations therefore, all trade names, logos, common-law and other trademarks and service marks, trademark and service-mark registrations and applications therefore and all goodwill associated therewith; (vi) “moral” and “economic” rights; and (vii) any corresponding or equivalent rights to any of the foregoing owned by GroupLogic.

2 **“Registered GroupLogic IP Rights”** shall mean any and all GroupLogic IP Rights, with the exception of MASSTRANSIT, EXTREMEZ-IP, and ArchiveConnect, that have been registered, applied for, filed, certified or otherwise perfected, issued, or recorded with or by any state, government or other public or quasi-public legal authority, including, without limitation:

- (i) all registered patents and patent applications, inventions, still to be filed as patents, trademarks and trademark applications owned by, or filed in the name of GroupLogic listed in Appendix 1 with the exception of MASSTRANSIT, EXTREMEZ-IP, and ArchiveConnect; and
- (ii) all of the registered domain names owned by, or filed in the name of GroupLogic listed in Appendix 2 with the exception of MASSTRANSIT, EXTREMEZ-IP, and ArchiveConnect;

3 **“GroupLogic Technology”** shall mean any or all of the following (i) works of authorship including, without limitation, computer programs, source code, and executable code, whether embodied in software, firmware or otherwise, architecture, documentation, designs, files, records, databases, and data, (ii) inventions (whether or not patentable), discoveries, improvements, and technology, (iii) proprietary and confidential information, trade secrets and know how, (iv) databases, data compilations and collections and technical data, (v) web sites, (vi) tools, methods and processes, and (vii) any and all instantiations or embodiments of the foregoing in any form and embodied in any media owned by GroupLogic.

4 **“GroupLogic Mobile Technology Products”** shall mean all work results and products (including products under development) made, provided, distributed or supported by GroupLogic, which use, incorporate, embed or otherwise utilize or practice the GroupLogic IP Rights or GroupLogic Technology, including, without limitation the products listed in Appendix 3.

2. **Sale, Transfer and Assignment of GroupLogic IP Rights, GroupLogic Technology and GroupLogic Mobile Technology Products**

5 GroupLogic agrees to sell, transfer and assign, and hereby sells, transfers and assigns, any and all of the GroupLogic IP Rights, including, with any limitation, except MASSTRANSIT, EXTREMEZ-IP, and ArchiveConnect, the Registered GroupLogic IP Rights, the GroupLogic Technology and the GroupLogic Mobile Technology Products, to Acronis CH, with all rights and obligations pertaining thereto.

6 Acronis CH agrees to purchase and take over, and hereby purchases and takes over, any and all of the GroupLogic IP Rights, with the exception of MASSTRANSIT, EXTREMEZ-IP, and ArchiveConnect, including without limitation, the Registered GroupLogic IP Rights, the

GroupLogic Technology and the GroupLogic Mobile Technology Products, from GroupLogic, with all rights and obligations pertaining thereto.

7 This transfer and assignment encompasses any and all rights, titles, claims, interests and entitlements in and to any and all of the GroupLogic IP Rights, including, without limitation, the Registered GroupLogic IP Rights, the GroupLogic Technology and the GroupLogic Mobile Technology Products, along with all goodwill associated therewith.

8 This transfer and assignment is unlimited and worldwide. It includes, but is not limited to, any rights to make, use, perform, exploit, copy, distribute, process, modify, amend, translate, prepare derivative works and compilations of the GroupLogic IP Rights, GroupLogic Technology and GroupLogic Mobile Technology Products, as well as decompile, reverse-engineer, etc. the GroupLogic Mobile Technology Products.

9 If and to the extent ownership to any right is not assignable under any applicable law, GroupLogic hereby grants to Acronis CH an exclusive, perpetual, irrevocable, fully paid-up, fully transferable and sublicensable, unrestricted license to use, make, perform, exploit, copy, distribute, process, modify, amend, translate, prepare derivative works and compilations of the GroupLogic IP Rights, GroupLogic Technology and GroupLogic Mobile Technology Products, as well as decompile, reverse-engineer, etc. the GroupLogic Mobile Technology Products.

3. Benefits and Risks

4. Benefits and risks with regard to the GroupLogic IP Rights, GroupLogic Technology and GroupLogic Mobile Technology Products shall pass to Acronis CH with effect on October 01, 2012 Undertakings of GroupLogic

10 GroupLogic shall promptly provide to Acronis CH all written materials, specifications, source and object codes, drawings, diagrams, formulae and other documents and information that constitute, contain or refer or relate to any of the GroupLogic IP Rights, GroupLogic Technology and GroupLogic Mobile Technology Products.

11 GroupLogic hereby irrevocably waives all non-assignable rights, namely all of its moral rights to the GroupLogic IP Rights, GroupLogic Technology and GroupLogic Mobile Technology Products, including, without limitation, the right to be named as author and the right to be named as inventor.


12 GroupLogic hereby undertakes, as and when requested by Acronis CH or its successors and assigns, to promptly notify, where applicable, the transactions contemplated hereunder to the competent authorities, such as patent and trademark offices and domain name registrars.

The undersigned parties have executed this Agreement as of the date set forth below their signature.

GroupLogic, Inc.

By: 
Name: Ilya Zubarev
Title: Director
Date: 10-01-2012

Acronis International GmbH

By: 
Name: Klaus Oswald
Title: Prokurist
Date: 10-01-2012

Name: Mikhail Novikov
Title: Prokurist
By: 
Date: 10-01-2012

[Signature Page to Intellectual Property Assignment Agreement between GroupLogic, Inc. and Acronis International GmbH]

Appendix 1

Patents and Trademarks

GroupLogic, Inc. TRADEMARK STATUS CHART				
MARK - COUNTRY	APPLICATION REGISTRATION NO.	GOODS-SERVICES	CURRENT STATUS	NEXT ACTION DUE
UNITED STATES				
activEcho United States	Application No. 85456502	Class 9: Computer software for businesses that allows users to perform electronic business transactions, communicate with other users, and access, synchronize and exchange information stored on a file server via mobile devices and computers Class 42: Web-based software services, namely, subscription-based application service provider (ASP) featuring software for businesses that allows users to perform electronic business transactions, communicate with other users, and access, synchronize and exchange information stored on a file server via mobile devices and computers	Filed 10/26/11 (intent-to-use) Notice of Allowance issued 5/29/12	Statement of Use or First Request for Extension of Time due 11/29/12
cloudEcho United States	Application No. 85251707	Class 9: Computer software for businesses that allows users to perform electronic business transactions, communicate with other users, and access and exchange information stored on a file server via mobile devices and tablet computers Class 42: Web-based software services, namely, subscription-based application service provider (ASP) featuring software for businesses that allows users to perform electronic business transactions, communicate with other users, and access and exchange information stored on a file server via mobile devices and tablet computers	Filed 2/25/11 (intent-to-use) Notice of Allowance issued 9/13/11 (abandoned per client)	None
EchoNAS	Application No. 85264145	Class 9: Computer software for businesses that allows users to perform electronic business transactions, communicate with other users, and access and exchange information stored on a file server via phones, mobile electronic communication devices, personal computers and tablet computers Class 42: Web-based software services, namely, subscription-based application service provider (ASP) featuring software for businesses that allows users to perform electronic business transactions, communicate with other users, and access and exchange information stored on a file server via phones, mobile electronic communication devices, personal computers and tablet computers	Filed 3/11/11 (intent-to-use) Notice of Allowance issued 11/8/11	Statement of Use or Second Request for Extension of Time due 11/8/12

GroupLogic, Inc. TRADEMARK STATUS CHART				
MARK / COUNTRY	APPLICATION REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DATE
GroupLogic United States	Registration No. 3072489	Class 9: Computer software, namely, networking- and communications-related software for making the use of local and wide-area networks more efficient; computer software, namely, print media- and print publishing-related software for improving automated print production; computer software and instructional manuals sold as a unit in the same fields; computer software that may be downloaded from the Internet in the same fields; and computer software and instructional manuals sold as a unit that may be downloaded from the Internet in the same fields Class 16: Computer manuals in the field of networking- and communications-related software for making the use of local and wide-area networks more efficient; and computer manuals in the field of print media- and print publishing-related software for improving automated print production Class 42: Computer consultation; computer software consultation; computer software design for others; computer software development; customization of computer software; computer systems analysis; integration of computer software, systems, and networks; installation of computer software; maintenance of computer software; updating of computer software for others; repair of computer software; technical support services, namely, troubleshooting of computer software problems; design and testing for new product development; product research and development; providing temporary use of online non-downloadable software, namely, networking- and communications-related software for making the use of local and wide-area networks more efficient; and providing temporary use of online non-downloadable software, namely, print media- and print publishing-related software for improving automated print production.	Filed 6/22/04 Registered 3/28/06 First use: 1/6/01 Declaration of Use filed 1/26/12 and accepted	Renew registration by 3/28/16
GroupLogic United States	Registration No. 1906365	Class 9: Computer software and instruction manuals sold as a unit which allow the simultaneous creation, review and editing of computer-generated documents by multiple users via networks or telecommunicational link-ups	Filed 7/19/95 Registered 7/18/95 First use: 1/94 §2/15 accepted 12/3/01 Renewed 9/15/06	Renew registration by 7/18/15
mobilEcho United States	Registration No. 4155147	Class 9: Computer software for businesses that allows users to perform electronic business transactions, communicate with other users, and access and exchange information stored on a file server via mobile devices and tablet computers.	Filed 2/25/11 Registered 6/5/12 First use: 5/23/11	Declaration of Use due 6/5/18 Renew registration by 6/5/22
ZIDGET United States	Registration No. 3504930	Class 9: A component part of computer software provided as a feature of the finished software, such software in the nature of print media- and print publishing-related software for improving automated print production, and manuals provided therewith; a component part of downloadable software of the same nature as stated above, and manuals provided therewith; computer software for locating, displaying and connecting to file servers and printers.	Filed 3/20/08 Registered 9/23/08 First use: 10/17/07	Declaration of Use due 9/23/14 Renew registration by 9/23/18