

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379396

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/02/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WaveMarket, Inc.		09/02/2014	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	AVG Technologies N.V.
Street Address:	Gatwickstraat 9-39
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	1043 GL
Entity Type:	Naamloze Vennootschap (Nv): NETHERLANDS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4087652	SPARKLE
Registration Number:	4071924	SAFELY
Registration Number:	4071906	SAFELY
Registration Number:	4518000	PHYSICAL CLICK-THROUGH
Registration Number:	4380354	FAMILY ESSENTIALS
Registration Number:	4368259	SAFELY
Registration Number:	4209994	FROM THE SAFELY FAMILY
Serial Number:	77834028	TWEETMYCITY

CORRESPONDENCE DATA

Fax Number: 2156894688

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: 215-981-4194

Email: kennedyp@pepperlaw.com, catalant@pepperlaw.com,
frankenb@pepperlaw.com

Correspondent Name: Paul J. Kennedy

Address Line 1: 3000 Two Logan Square

Address Line 2: Eighteenth and Arch Streets

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

OP \$215.00 4087652

ATTORNEY DOCKET NUMBER:	134176.8 WAVEMARKET
NAME OF SUBMITTER:	Paul J. Kennedy
SIGNATURE:	/Paul J. Kennedy/
DATE SIGNED:	04/05/2016

Total Attachments: 8

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AGREEMENT AND PLAN OF MERGER

BY AND AMONG

AVG TECHNOLOGIES USA, INC.,

DERAILLEUR ACQUISITION CORPORATION,

WAVEMARKET, INC.,

AND

FORTIS ADVISORS LLC, AS THE HOLDER REPRESENTATIVE,

AND

WITH RESPECT TO ARTICLE IV, ARTICLE VII, ARTICLE VIII, ARTICLE IX, ARTICLE X, AND SECTIONS 2.3, 2.8,
5.2, 5.6, 5.8, 5.15, 5.19 AND 5.20, AVG TECHNOLOGIES N.V.

DATED AS OF SEPTEMBER 2, 2014

any other Person. The Company has made available to Parent complete copies of all Leases, including all amendments and agreements related thereto, and the Leases constitute the entire agreement between the Company and each landlord or sublandlord with respect to the Company Real Property. All rent and other charges currently due and payable under the Leases have been paid, except for liabilities reflected or reserved against in the Company Financial Statements.

(d) The Company is the holder of the tenant's interest under the Leases and has not assigned the Leases or subleased all or any portion of the premises leased thereunder. The Company has not made any material alterations, additions or improvements to the premises leased under the Leases that are required to be removed at the termination of the applicable Lease term.

3.13 Assets: Absence of Liens and Encumbrances.

(a) Schedule 3.13 identifies as of the date hereof all capitalized equipment, materials, tangible prototypes, tools, supplies, vehicles, furniture, fixtures, improvements and other tangible assets of the Company with an individual book value of greater than Twenty-Five Thousand Dollars (\$25,000), and sets forth the original cost and book value of each such asset.

(b) The Company has good and valid title to, or, in the case of Company Real Property and leased properties and assets, valid leasehold interests in, all of its material tangible properties and assets, real, personal and mixed, used or held for use in its business, free and clear of any Liens, except as reflected in the Company Financial Statements and except for Permitted Liens.

(c) All facilities, machinery, equipment, fixtures, vehicles, and other personal properties owned, leased or used by the Company (i) are adequate for the conduct of the business of the Company as currently conducted in all material respects and (ii) are in good operating condition, subject to normal wear and tear, and reasonably fit and usable for the purposes for which they are being used.

3.14 Intellectual Property.

(a) Schedule 3.14(a) lists, as of the date hereof, all Company Products by name and, where applicable, version number that are currently offered for sale or license or are currently supported by the Company.

(b) Schedule 3.14(b) lists, as of the date hereof, (i) all Company Intellectual Property that is Registered Intellectual Property ("Company Registered Intellectual Property") and all material unregistered Trademarks used by the Company or any of its Subsidiaries with respect to any Company Products; (ii) any formal actions that must be taken by the Company or any of its Subsidiaries within ninety (90) days of the Closing Date with respect to any of the Company Registered Intellectual Property, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates; and (iii) any proceedings or actions before any court or tribunal (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) to which the Company or any of its Subsidiaries is or was a party and in which claims are or were raised relating to the validity, enforceability, scope, ownership or infringement of any of the Company Registered Intellectual Property. With respect to each item of Company Registered Intellectual Property: (A) all necessary registration, maintenance and renewal fees have been paid, and all necessary documents and certificates have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Intellectual Property Rights; (B) each such item is currently in compliance with formal legal requirements (including payment of filing, examination and maintenance fees and proofs of use); (C) each such item is sustaining, and except with respect to applications, to the knowledge of the Company, valid and

enforceable; and (D) each such item is not subject to any late unpaid maintenance fees. To the Company's knowledge, there are no facts, information, or circumstances, including any information or facts that would constitute prior art, that would render any of the Company Registered Intellectual Property invalid or unenforceable, or would affect any pending application for any Company Registered Intellectual Property, except as otherwise disclosed in the relevant application. Neither the Company nor any of its Subsidiaries has misrepresented, or failed to disclose, any facts or information known to Company in any application for any Company Registered Intellectual Property that would constitute fraud or a misrepresentation with respect to such application or that would otherwise adversely affect the enforceability of any Company Registered Intellectual Property.

(c) At the Effective Time, all Company Intellectual Property will be fully transferable, alienable and licensable by the Surviving Corporation, subject to the Outbound Licenses, without restriction and without payment of any kind to any third party.

(d) The Company or any Subsidiary thereof is the sole and exclusive owner of each item of Company Intellectual Property, free and clear of any Liens other than Outbound Licenses, Ordinary Course Outbound Agreements and agreements set forth in Schedule 3.14(d). The Company has the sole and exclusive right to bring a claim or suit against any Person for past, present or future infringement or misappropriation of the Company Intellectual Property and to retain for itself any damages recovered in any such action. Neither the Company nor any of its Subsidiaries has transferred ownership of, or granted any exclusive license with respect to, any Intellectual Property Rights that are or, as of the time of such transfer or exclusive license, were material to the Company or any of its Subsidiaries, to any other Person.

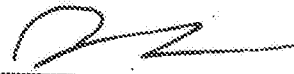
(e) Schedule 3.14(e) lists, as of the date hereof, all Company Contracts under which a third party licenses any Intellectual Property Rights or provides any Technology to the Company or any of its Subsidiaries that is a Company Product or is incorporated into or embodied in a Company Product and is material to that Company Product, other than (i) licenses for the Open Source Software listed in Schedule 3.14(p)(i), and (ii) licenses for Generally Available Software ("Inbound Licenses"). Except for the Open Source Software listed in Schedule 3.14(p)(i), no third party that has licensed or provided Intellectual Property Rights or any Technology to the Company or any Subsidiary thereof has retained ownership of or license rights under any Intellectual Property Rights in any improvements or derivative works made solely or jointly by the Company or any Subsidiary thereof under such license.

(f) Other than Intellectual Property Rights licensed to the Company under (i) licenses for the Open Source Software listed in Schedule 3.14(p)(i), (ii) licenses for Generally Available Software and (iii) the licenses set forth in Schedule 3.14(e), the Company Intellectual Property includes all the Intellectual Property Rights necessary for the conduct of the business of the Company and its Subsidiaries as it currently is conducted and as currently proposed to be conducted by the Company within six (6) months of the date of this Agreement, including the design, development, manufacture, use, marketing, import for resale, delivery, distribution, licensing out and sale of all Company Products, provided, that the foregoing representation and warranty does not extend to any Intellectual Property Rights that become necessary as a result of a change made by or at the direction or request of Parent after the date of this Agreement to the Company's business, Company Products or the Company's development plan. The Company owns, or possesses licensed and sublicensable copies of, all Technology that is used in or, to the Company's knowledge, necessary to the conduct of the business of the Company and its Subsidiaries as currently conducted.

(g) Copies of the Company's current standard form(s) of non-disclosure agreement and the Company's current standard form(s), including attachments, of end-user and sales representative agreements for Company Products used by the Company in the thirty-six (36) months prior to the date of

IN WITNESS WHEREOF, each of the parties to this Agreement has executed and delivered this Agreement, or caused this Agreement to be executed and delivered by its duly authorized representative, as of the date first written above.

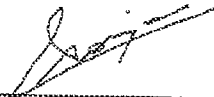
WAVEMARKET, INC.

By: 
Tasso Rouneliotis, Chief Executive Officer

[Signature Page of Merger Agreement]

IN WITNESS WHEREOF, each of the parties to this Agreement has executed and delivered this Agreement, or caused this Agreement to be executed and delivered by its duly authorized representative, as of the date first written above.

AVG TECHNOLOGIES USA, INC.

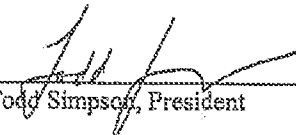
By: 

Christophe François, President

[Signature Page of Merger Agreement]

IN WITNESS WHEREOF, each of the parties to this Agreement has executed and delivered this Agreement, or caused this Agreement to be executed and delivered by its duly authorized representative, as of the date first written above.

DERAILLEUR ACQUISITION CORP.

By: 
Todd Simpson, President

[Signature Page of Merger Agreement]

IN WITNESS WHEREOF, each of the parties to this Agreement has executed and delivered this Agreement, or caused this Agreement to be executed and delivered by its duly authorized representative, as of the date first written above.

FORTIS ADVISORS LLC, AS THE HOLDER
REPRESENTATIVE

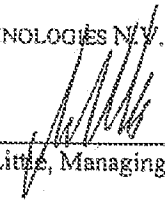
By: 

Ryan Simkin, Managing Director

[Signature Page of Merger Agreement]

IN WITNESS WHEREOF, each of the parties to this Agreement has executed and delivered this Agreement, or caused this Agreement to be executed and delivered by its duly authorized representative, as of the date first written above.

AVG TECHNOLOGIES N.Y.

By: 
John Little, Managing Director

[Signature Page of Merger Agreement]