TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381183

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intalio, Inc.		09/16/2015	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Ever Team Software SAS
Street Address:	17 quai Joseph Gillet
City:	Lyon
State/Country:	FRANCE
Postal Code:	69004
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3085745	INTALIO

CORRESPONDENCE DATA

Fax Number: 6504627890

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: 650-289-7890
Email: gtipmail@gtlaw.com, mcleand@gtlaw.com, lanej@gtlaw.com
Correspondent Name: Paul A. McLean, Esq., Greenberg Traurig
Address Line 1: 1900 University Avenue, Fifth Floor
Address Line 4: East Palo Alto, CALIFORNIA 94303

CH $40.00 3085745

ATTORNEY DOCKET NUMBER:	EVER TEAM SOFTWARE SAS

DOMESTIC REPRESENTATIVE

Name: Paul A. McLean, Esq., Greenberg Traurig
Address Line 1: 1900 University Avenue, Fifth Floor
Address Line 4: East Palo Alto, CALIFORNIA 94303

NAME OF SUBMITTER:	Paul A. McLean, Esq., Greenberg Traurig
SIGNATURE:	/Paul A. McLean/
DATE SIGNED:	04/19/2016

Total Attachments: 6

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EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**") is made as of September 16, 2015, by and between Intalio, Inc., a Delaware corporation ("**Assignor**"), and Ever Team Software SAS, a company organized under the laws of France ("**Assignee**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of September 16, 2015 by and among Assignor, Assignee, and the other parties thereto (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to the Assignee all of the rights, title, and interests of the Assignor in and to all the Acquired Business Intellectual Property and all Intellectual Property Rights therein, including the Acquired Business Intellectual Property set forth on Exhibit A (collectively, the "**IP**"), and the Assignee has agreed to accept said assignment.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee its entire right, title and interest in and to the IP, together with all rights, licenses and other agreements, if any, heretofore made by Assignor in respect of, or relating to, the IP and all income, royalties, fees and payments, if any, now or hereafter due or payable in respect to the IP, including any rights to file an action and recover damages by reason of past infringement, misappropriation or other unauthorized use of the IP, with a right to sue for, and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns, or other legal representatives. Assignee hereby accepts Assignor's assignment and transfer of the IP.

2. Further Action. Assignor shall execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any governmental authority (both foreign and domestic) or third parties of this Assignment and Assignee's ownership of all right, title and interest in, to and under the IP.

3. Terms of the Purchase Agreement. The execution and delivery of this Assignment shall not, in any way, affect or limit the rights and obligations of Assignor and Assignee under, or enlarge, restrict or otherwise modify the terms of the Purchase Agreement.

4. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the Laws of the State of Delaware without regard to principles of conflicts of Law.

5. Successors and Assigns. This Assignment is binding on and will inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Counterparts. This Assignment may be executed in multiple counterparts and transmitted electronically, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

INTALIO, INC.

By: Raj Jain
Name: Raj Jain
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

ASSIGNEE:

EVER TEAM SOFTWARE SAS

By: _____
Name: Bechara Abdim
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

Exhibit A

See Attached.

Exhibit A

Acquired Business Intellectual Property

(a) Intellectual Property owned by Seller or Acquired Subsidiary.

Mark	Country	Application No.	Registration No.	Class
INTALIO	Australia	1546225		09, 42
INTALIO	Brazil	840478839		09
INTALIO	Brazil	840478920		42
INTALIO	Canada	1617451		N/A
INTALIO	China	To be assigned		09
INTALIO	China	To be assigned		42
INTALIO	India	2513868		09, 42
INTALIO	Israel	254,096		09, 42
INTALIO	Japan	2013-16285		09, 42
INTALIO	Mexico	1355941		09
INTALIO	Mexico	1355942		42
INTALIO	South Korea	45-2013-0001310		09, 42
INTALIO	Singapore	T13038150		09, 42
INTALIO	Taiwan	102012375		09, 42
INTALIO	United Arab Emirates	188304		09, 42
INTALIO	US	76/285686	3085745	09, 42
INTALIO THE MODERN WAY TO BUILD BUSINESS APPLICATIONS	US	85/840,549		42