

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zimbra, Inc.		09/14/2015	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Synacor, Inc.		
Street Address:	40 La Riviere Drive, Suite 300		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86070339	ZIMBRA	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/Jan Muennink/		
DATE SIGNED:	06/21/2016		
Total Attachments: 5			
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CH \$40.00 86070339

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of September 14, 2015 by and among Zimbra, Inc., a Texas corporation ("Assignor"), Synacor, Inc., a Delaware corporation ("Assignee"), and Sync Holdings, LLC, a Delaware limited liability company ("Subsidiary").

WHEREAS, in connection with that certain Asset Purchase Agreement (the "Purchase Agreement") dated effective as of August 18, 2015 by and among Assignor, Assignee and Subsidiary, Assignor has agreed to assign to Subsidiary all of Assignor's right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto, and all corresponding trademark applications and registrations thereof and all worldwide and common law rights thereto (hereinafter the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement of even date herewith by and among Assignor, Assignee and Subsidiary (the "Subsidiary Assignment"), Subsidiary has agreed to assign all of its rights and obligations under the Purchase Agreement to Assignee, and Assignor has consented to such assignment; and

WHEREAS, pursuant to the Purchase Agreement and the Subsidiary Assignment, Assignor, Assignee and Subsidiary hereby agree Assignor shall convey, transfer, sell and assign unto Assignee, in place of Subsidiary, and Assignee shall, in place of Subsidiary, acquire all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby irrevocably convey, transfer, sell and assign unto Assignee all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, and pursuant to Section 10 of the Trademark Act, 15 U.S.C. §1060, such assignment includes the portion of the business of Assignor to which the Trademarks pertain, which business is ongoing and existing, and all rights to sue (including filing and prosecuting opposition, cancellation and other similar proceedings) and for recovery, damages and profits due or accrued, arising out of or in connection with, any and all past, present and future infringements or dilution of or damage or injury to the Trademarks or such associated goodwill, if any. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks. Assignor covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Agreement, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Trademarks. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and in behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.

Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Trademarks or attempt to register or cause to be registered (or make any filing with respect to) any of the Trademarks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.

This Agreement will be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of Electronic Delivery will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

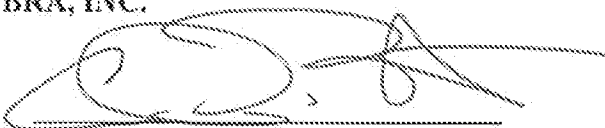
[Signature page follows]

IN TESTIMONY WHEREOF, the person executing this Agreement in a representative capacity on behalf of Assignor warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.

ASSIGNOR:

ZIMBRA, INC.

Date: September 14, 2015

By: 
Name: C. PATRICK BRANDT
Title: CHAIRMAN

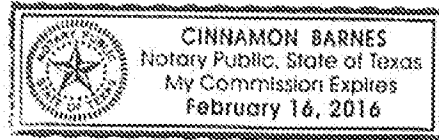
State of Texas)
) ss.:
County of Dallas)

On 10 - Sept - 2015, before me Cinnamon Barnes, personally appeared C. Patrick Brandt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Cinnamon Barnes



[Signature page to Trademark Assignment Agreement]

IN TESTIMONY WHEREOF, the person executing this Agreement in a representative capacity on behalf of Assignee warrants that he is fully authorized and empowered to do so and sets his hand and seal the day and year set with his signature.

ASSIGNEE:


SYNACOR, INC.

Date: September 14, 2015

By: _____

Name: _____

Title: _____



William S. Stewart
CFO

IN TESTIMONY WHEREOF, the person executing this Agreement in a representative capacity on behalf of Subsidiary warrants that he is fully authorized and empowered to do so and sets his hand and seal the day and year set with his signature.

SUBSIDIARY:

SYNC HOLDINGS, LLC

Date: September 14, 2015

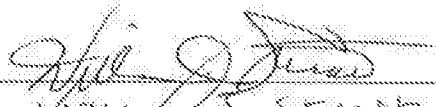
By: Synacor, Inc.

Its: Sole Member

By: _____

Name: _____

Title: _____



William S. Stewart
CFO

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

Trademark	Owner	Country	Filing Date	Reg. Date	Renewal Date	App./Reg. No.	Class	Status
Zimbra	Zimbra, Inc.	Australia	10/07/2005	10/07/2005	10/07/2015	1094848 (IR: 872315)	009	Registered
Zimbra	Zimbra, Inc.	Brazil	01/13/2006	07/01/2008	07/01/2018	828079722	009	Registered
Zimbra	Zimbra, Inc.	Canada	10/26/2005	08/23/2007	08/23/2022	TMA694,649	009	Registered
Zimbra	Zimbra, Inc.	China	10/07/2005	10/27/2005	10/07/2015	872315	009	Registered
Zimbra	Zimbra, Inc.	CTM	10/27/2005	10/13/2009	10/27/2015 (filed)	4679361	009	Registered
Zimbra	Zimbra, Inc.	Hong Kong	10/24/2005	10/24/2005	10/23/2015	300516375	009	Registered
Zimbra	Zimbra, Inc.	India	10/27/2005	9/24/2008	10/27/2015	1395088	009	Registered
Zimbra	Zimbra, Inc.	International TM	10/07/2005	10/07/2005	10/07/2015	872315	009	Registered
Zimbra	Zimbra, Inc.	Japan	10/07/2005	11/22/2007	10/07/2015	872315	009	Registered
Zimbra	Zimbra, Inc.	Korea	10/07/2005	12/27/2006	10/07/2015	872315	009	Registered
Zimbra	Zimbra, Inc.	Malaysia	07/13/2005	11/29/2007	07/13/2015 (authorized)	5018421	009	Registered
Zimbra	Zimbra, Inc.	Mexico	01/13/2006	01/31/2006	1/13/2016	918683	009	Registered
Zimbra	Zimbra, Inc.	Norway	10/07/2005	12/16/2006	10/07/2015	200600488	009	Registered
Zimbra	Zimbra, Inc.	Romania	10/07/2005	10/27/2005	10/07/2015	872315	009	Registered
Zimbra	Zimbra, Inc.	Russia	10/07/2005	10/7/2005	10/07/2015	872315	009	Registered
Zimbra	Zimbra, Inc.	Singapore	10/07/2005	10/7/2005	10/07/2015	872315	009	Registered
Zimbra	Zimbra, Inc.	South Africa	05/05/2006	09/25/2009	05/05/2016	2006/09775	009	Registered
Zimbra	Zimbra, Inc.	Switzerland	10/07/2005	10/27/2005	10/07/2015	872315	009	Registered
Zimbra	Zimbra, Inc.	Taiwan	10/28/2005	06/01/2006	05/31/2016	1211330	009	Registered
Zimbra	Zimbra, Inc.	Turkey	10/07/2005	10/27/2005	10/07/2015	872315	009	Registered
Zimbra	Zimbra, Inc.	US	07/13/2005	12/18/2007	12/18/2017	3,357,288	009	Registered
Mezeo	Zimbra, Inc.	US	05/09/2008	09/08/2009	09/08/2015	3680922	009	Registered
Mezeo Software	Zimbra, Inc.	US	05/09/2008	09/08/2009	09/08/2015	3680923	009	Registered
Zimbra	Zimbra, Inc.	US	09/20/2013	N/A	N/A	86070339	009, 035, 038, 041, 042, 045	SOU due 10/28/2015
Zimbra Design	Zimbra, Inc.	US	09/04/2013	N/A	N/A	86056062	009, 035, 038, 041, 042, 045	SOU due 10/20/2015