

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENARTS, INC.		09/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARTEL SOFTWARE CORPORATION		
Street Address:	65 Franklin Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2542904	GENARTS	
Registration Number:	3030966	SAPPHIRE PLUG-INS	
CORRESPONDENCE DATA			
Fax Number:	6173053161		
<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:	617-367-2500		
Email:	rdietrich@davismalm.com		
Correspondent Name:	Robert J. Diettrich		
Address Line 1:	Davis, Malm & D'Agostine, P.C.		
Address Line 2:	One Boston Place, Suite 3700		
Address Line 4:	Boston, MASSACHUSETTS 02108		
NAME OF SUBMITTER:	Robert J. Diettrich		
SIGNATURE:	/rjd/		
DATE SIGNED:	09/09/2016		
Total Attachments: 6			
source=Artel - GenArts, Inc. _ Trademark Assignment Agreement (September 8, 2016)#page1.tif			
source=Artel - GenArts, Inc. _ Trademark Assignment Agreement (September 8, 2016)#page2.tif			
source=Artel - GenArts, Inc. _ Trademark Assignment Agreement (September 8, 2016)#page3.tif			

OP \$65.00 2542904

source=Artel - GenArts, Inc. _ Trademark Assignment Agreement (September 8, 2016)#page4.tif

source=Artel - GenArts, Inc. _ Trademark Assignment Agreement (September 8, 2016)#page5.tif

source=Artel - GenArts, Inc. _ Trademark Assignment Agreement (September 8, 2016)#page6.tif

TRADEMARK ASSIGNMENT

WHEREAS, GenArts, Inc., a Delaware corporation with a business address of 955 Massachusetts Avenue, Cambridge, Massachusetts 02139 (“Assignor”), has adopted and used the marks as listed on Schedule A (the “Marks”), for which applications have been filed (the “Applications”) and registrations have been issued (the “Registrations”) by the United States Patent and Trademark Office and other foreign trademark offices, as well as those certain marks in which it has accrued common law trademarks rights;

WHEREAS, Artel Software Corporation, a Massachusetts corporation with a business address of 65 Franklin Street, Boston, Massachusetts 02110 (“Assignee”) and Assignor are parties to an Asset Purchase Agreement dated as of even date herewith (the “Agreement”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including without limitation the trademarks and trade names of Assignor;

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to effectively assign to, and vest in Assignee, each of the Purchased Assets.


In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under Assignor’s registered and unregistered domestic and foreign trade names, trademarks, and service marks, and all Applications and Registrations thereof (all of the foregoing being referred to herein as the “Marks”).

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby

transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with all rights derived therefrom and the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for and collect damages for past, present and future infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in any jurisdiction.

[Signature Page Follows]

GenArts, Inc.



Name: George Naspo
Title: President and CEO

Artel Software Corporation

Name: Boris Yamnitsky
Title: President

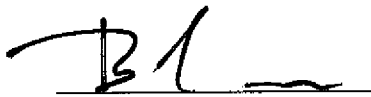
[Trademark Assignment Agreement]

TRADEMARK
REEL: 005873 FRAME: 0262

GenArts, Inc.

Name: George Naspo
Title: President and CEO

Artel Software Corporation



Name: Boris Yamnitsky
Title: President

[Trademark Assignment Agreement]

TRADEMARK
REEL: 005873 FRAME: 0263

**SCHEDULE A
TRADEMARK ASSIGNMENT
BETWEEN
GENARTS, INC. (Assignor)
AND
ARTEL SOFTWARE CORPORATION (Assignee)**

DATED: September 8, 2016

REGISTERED TRADEMARKS

Trademark	Registration No.	Country
GENARTS	2,542,904	USA
GENARTS	002248284	EU
SAPPHIRE PLUG-INS	3,030,966	USA
SAPPHIRE PLUG-INS	002248862	EU
TINDER	2303415	UK
TINDERBOX	2303416	UK

Unregistered Trademarks:

Sapphire
Sapphire Edge
Sapphire Accents
Sapphire Creator
SpeedSix
Monsters
Monsters GT
Raptors
particleIllusion
Wondertouch
Tinder
Tinderbox
GenArts FX Central
FX Central