# CH \$1165.00 315160

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM398794

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citrix Systems, Inc.		09/01/2016	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	GetGo, Inc.		
Street Address:	2711 Centerville Road		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		

# **PROPERTY NUMBERS Total: 46**

Registration Number:3151604ALL YOU CAN MERegistration Number:3829698ALL YOU CAN RERegistration Number:4201161Registration Number:3783572AUDIO CONFERERegistration Number:4201160Registration Number:4458101CITRIX GOTO CLRegistration Number:3831872DO MORE. TRAVRegistration Number:4261838FASTCHATRegistration Number:4099539GO TO VOICERegistration Number:4201162Registration Number:4458102GOTOSerial Number:86678965GOTOASSISTSerial Number:78302380GOTOASSISTRegistration Number:3898509GOTOASSIST EXRegistration Number:3940686GOTOASSIST PR	ET			
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Registration Number:3912291GOTOMANAGE	GOTOMANAGE			
Registration Number: 4011497 GOTOMANAGE	GOTOMANAGE			
<b>Registration Number:</b> 4748642 GOTOMEET.ME				

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Property Type	Number	Word Mark			
Registration Number:	3172020	GOTOMEETING			
Serial Number:	85430682	GOTOMYCLOUD			
Registration Number:	2772971	GOTOMYPC			
Registration Number:	3807572	GOTOTRAINING			
Registration Number:	4401453	GOTOWEBCAST			
Registration Number:	3469501	GOTOWEBINAR			
Registration Number:	4260539	GOTOWEBINAR PREMIER EVENT			
Registration Number:	4122585	HDFACES			
Registration Number:	3851817	HIDEF CONFERENCING			
Registration Number:	3826588	HIDEF CORPORATE			
Registration Number:	4055895	IT MANAGEMENT MADE EASY			
Registration Number:	4301484	MEETING IS BELIEVING			
Registration Number:	4224444	MY PC			
Registration Number:	4004747	NOT YOUR AVERAGE SUPPORT TOOL			
Registration Number:	3823798	ONLINE MEETINGS MADE EASY			
Registration Number:	4072997	ONLINE TRAINING MADE EASY			
Registration Number:	4572651	OPEN VOICE			
Registration Number:	3151547	POCKETVIEW			
Registration Number:	3831871	PUT MEETINGS IN THEIR PLACE			
Registration Number:	4548997				
Registration Number:	3940455	REMOTE SUPPORT MADE EASY			
Registration Number:	4134132	REVSTREAM			
Registration Number:	3806963	SUPPORT SMARTER			
Registration Number:	4521889	TALKBOARD			
Registration Number:	3818228	WEBINARS MADE EASY			
Registration Number:	4068841	WORKSHIFTING			
Registration Number:	4068840	WORKSHIFTING.COM			

# **CORRESPONDENCE DATA**

**Fax Number:** 6173453299

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:** 6173453000

Email: trademarks@burnslev.com

Correspondent Name: Deborah J. Peckham Burns & Levinson LLP

Address Line 1: 125 Summer Street

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	43028.00402
NAME OF SUBMITTER:	Deborah J Peckham

TRADEMARK REEL: 005878 FRAME: 0711

SIGNATURE: /Deborah J Peckham/				
DATE SIGNED:	09/16/2016			
Total Attachments: 7				
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TRADEMARK
REEL: 005878 FRAME: 0712

### **EXECUTION VERSION**

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>"), dated as of September 1, 2016 (the "<u>Assignment Effective Date</u>"), is entered into by and between CITRIX SYSTEMS, INC. ("<u>Citrix</u>"), a Delaware corporation ("<u>Assignor</u>"), and GETGO, INC. ("<u>SpinCo</u>"), a Delaware corporation ("<u>Assignee</u>"), (each a "<u>Party</u>" and collectively, the "<u>Parties</u>").

WHEREAS, Assignor is the owner of the registrations and applications for the trademarks and service marks identified on <u>Schedule A</u> hereto, including all common law and statutory right, title and interest, together with the goodwill related thereto (collectively, the "<u>Assigned Trademarks</u>"); and

WHEREAS, consistent with the transfer from Assignor to Assignee of certain assets owned by the Assignor, including the Assigned Trademarks, Assignee desires to acquire, and Assignor desires to transfer, the entire right, title and interest in and to the Assigned Trademarks and the goodwill of the business in connection with which the aforesaid Assigned Trademarks have been used.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Conveyance. As of the Assignment Effective Date, Assignor does hereby assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks, including all goodwill associated therewith, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind, all damages and payments for past, present and future infringement, dilution or misappropriation of such Assigned Trademarks, and the right to sue and recover for past, present and future infringements, dilutions or misappropriations of such Assigned Trademarks, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to such Assigned Trademarks, and further including to the fullest extent permitted by applicable law, all rights of paternity, attribution, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as droit moral or "moral rights" (collectively, "Moral Rights"), provided that, to the extent Moral Rights cannot be transferred or assigned under applicable law, Assignor hereby, to the fullest extent permitted by applicable law, waives and disclaims any and all Moral Rights with respect to the Assigned Trademarks, and all uses thereof, and consents to any use or other exploitation of such Assigned Trademarks or other action of Assignee that would violate such Moral Rights in the absence of such waiver, disclaimer or consent. .

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[Trademark Assignment – Citrix Systems, Inc. and GetGo, Inc.]

2. <u>Recordation</u>. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Assigned Trademarks.

### 3. Amendment and Waivers.

- (a) This Assignment may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, each Party that expressly references the Section of this Assignment to be amended; or (b) by a waiver in accordance with Section 3(b).
- (b) Any Party may (a) extend the time for the performance of any of the obligations or other acts of the other Party; (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant to this Assignment; or (c) waive compliance with any of the agreements of the other Party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any Party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. Any waiver of any term or condition hereof shall not be construed as a waiver of any subsequent breach or as a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Assignment.
- 4. <u>Successors and Assigns</u>. The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted assigns.
- 5. <u>Counterparts</u>. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in two or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.
- 6. <u>Titles and Headings</u>. Titles and headings for this Assignment are for reference purposes only and do not affect in any way the meaning or interpretation of this Assignment.
- 7. <u>Schedule</u>. The Schedule hereto shall be construed with and as an integral part of this Assignment to the same extent as if the same had been set forth verbatim herein.

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[Trademark Assignment – Citrix Systems, Inc. and GetGo, Inc.]

- 8. Severability. If any term or other provision (or part thereof) of this Assignment is declared invalid, illegal or incapable of being enforced by any Governmental Authority, all other terms and provisions (or parts thereof) of this Assignment shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision (or part thereof) is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Assignment are consummated as originally contemplated to the greatest extent possible.
- 9. <u>Interpretation</u>. The Parties have participated jointly in the negotiation and drafting of this Assignment. This Assignment shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.
- 10. Governing Law. This Assignment and any dispute shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof that might lead to the application of Laws other than the Laws of the State of Delaware. All Actions that, directly or indirectly, arise out of or relate to this Assignment shall be heard and determined exclusively in the Court of Chancery of the State of Delaware; provided, however, that if such court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Delaware state court or United States federal court sitting in the State of Delaware. Consistent with the preceding sentence, each of the Parties hereby (a) submits to the exclusive jurisdiction of any federal or state court sitting in the State of Delaware for the purpose of any Action brought by any party hereto that, directly or indirectly, arises out of or relates to this Assignment; (b) irrevocably waives and releases, and agrees not to assert by way of motion, defense, or otherwise, in or with respect to any such action, any claim that (i) such Action is not subject to the subject matter jurisdiction of at least one of the above-named courts; (ii) its property is exempt or immune from attachment or execution in the State of Delaware; (iii) such Action is brought in an inconvenient forum; (iv) that the venue of such Action is improper; or (v) this Assignment or the transactions contemplated by this Assignment may not be enforced in or by any of the above-named courts; and (c) agrees not to move to transfer any such Action to a court other than any of the abovenamed courts.

[Signature Page Follows]

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[Trademark Assignment – Citrix Systems, Inc. and GetGo, Inc.]

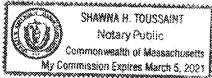
IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:
CITRIX SYSTEMS, INC.
Ву:
Name: Brian Shytle
Title: Treasurer
Acknowledged and Accepted: ASSIGNEE:
GETGO, INC.
By: Antonia Carlo
Name: Antonio Gomes
Title: Secretary

THE STATE COMMONWEALTH COUNTRY OF [ MASS & CHUS GITS

This instrument was executed before me on this \*\* day of \*\*Sephen \*\*, 2011, by \*\*Prince Government, the \*\*Sechen\*\* (title) of GHRHX SYSTEMS, INC., a Delaware corporation, on behalf of said corporation.

Notary Public in and for The \*\*Inc.\*\* The \*\*Inc.\*



Shawe H. Toussame Printed or Typed Name of Notary

My commission expires March 5, 202,

[Trademark Assignment - Citrix Systems, Inc. and GetGo, Inc.]

TRADEMARK
REEL: 005878 FRAME: 0716

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed as of the day and year first above written.

ASSIC	SNOR:
CITRI	X SYSTEMS, INC.
By:	42
	Brian Stylle
Title:	Treasurer
Ackno	wledged and Accepted:
ASSIC	NEE:
GETG	Ö, INC.
By:	3
Name:	Antonio Gomes
Title:	Secretary

THKISTATE COMMONWEALTH/COUNTRY] OF FOCIDO County of **Broward** 

This instrument was executed before me on this 12 ay of 200 by Circh Shall the Icosure (title) of CITRIX SYSTEMS, INC., a Delaware corporation, on behalf of said corporation.

EVA ESCARZAGA MY COMMISSION # FF 143599 EXPIRES: July 21, 2018 Sanded This hotory Public Underwriters Notary Public in and for

The (State) Commonwealth) of Forthe

Printed or Typed Name of Notary

My commission expires

[Trademark Assignment - Citrix Systems, Inc. and GetGo, Inc.]

# **Country: United States**

Trademark	App Date	App No	Reg No	Reg Date	Status
ALL YOU CAN MEET	20-Jan-2004	78/354,028	3151604	03-Oct-2006	Registered
ALL YOU CAN REACH	06-Apr-2006	78/855,287	3829698	03-Aug-2010	Registered
AMETHYST DAISY LOGO	22-Sep-2011	85/429,862	4201161	04-Sep-2012	Registered
AUDIO CONFERENCING MADE EASY	23-Apr-2009	77/721,034	3783572	04-May-2010	Registered
BLUE DAISY LOGO	22-Sep-2011	85/429,861	4201160	04-Sep-2012	Registered
CITHIX GoTo	01-Apr-2013	85/891454	4458101	31-Dec-2013	Registered
DAISY LOGO	17-Feb-2011	85/244,543	4019561	30-Aug-2011	Registered
DO MORE. TRAVEL LESS.	31-Jan-2010	77/924,476	3831872	10-Aug-2010	Registered
FASTCHAT	15-Nov-2010	85/177,234	4261838	18-Dec-2012	Registered
GO TO VOICE	26-Jan-2010	77/920,403	4099539	14-Feb-2012	Registered
GOLD DAISY LOGO	22-Sep-2011	85/429,867	4201162	04-Sep-2012	Registered
GOTO	01-Apr-2013	85/891,455	4458102	31-Dec-2013	Registered
GOTOASSIST	30-Jun-2015	86/678,965	1100102	01 200 2010	Pending
GOTOASSIST	18-Sep-2003	78/302,380	3213853	27-Feb-2007	Registered
GOTOASSIST EXPRESS	25-Jun-2009	77/768,353	3898509	04-Jan-2011	Registered
GOTOASSIST PRO	05-Aug-2010	85/100,642	3940686	05-Apr-2011	Registered
GOTOMANAGE	25-Feb-2010	77/945,365	3912291	25-Jan-2011	Registered
GOTOMANAGE	15-Nov-2010	85/177,202	4011497	16-Aug-2011	Registered
GOTOMEET.ME	14-Aug-2013	86/037,189	4748642	02-Jun-2015	Registered
GOTOMEETING	18-Sep-2003	78/302,384	3172020	14-Nov-2006	Registered
GOTOMYCLOUD	23-Sep-2011	85/430,682	01/1000		Suspended
GOTOMYPC	28-Feb-2001	76/219,511	2772971	14-Oct-2003	Registered
GOTOTRAINING	10-Mar-2008	77/417,892	3807572	22-Jun-2010	Registered
GOTOWEBCAST	24-Jul-2012	85/685,761	4401453	10-Sep-2013	Registered
GOTOWEBINAR	20-Jan-2006	78/795,848	3469501	15-Jul-2008	Registered
GOTOWEBINAR PREMIER EVENT	07-Mar-2012	85/562,873	4260539	18-Dec-2012	Registered
HDFACES	18-Oct-2010	85/155,548	4122585	03-Apr-2012	Registered
HIDEF CONFERENCING	22-May-2009	77/742,760	3851817	21-Sep-2010	Registered
HIDEF CORPORATE	22-May-2009	77/742,759	3826588	27-Jul-2010	Registered
IT MANAGEMENT MADE EASY	28-Mar-2011	85/279,157	4055895	15-Nov-2011	Registered
MEETING IS BELIEVING	19-Sep-2012	85/732,749	4301484	12-Mar-2013	Registered
MYPC	14-Oct-2011	85/447,443	4224444	16-Oct-2012	Registered
NOT YOUR AVERAGE SUPPORT TOOL	13-May-2010	85/037,288	4004747	02-Aug-2011	Registered
ONLINE MEETINGS MADE EASY	29-May-2009	77/747,968	3823798	27-Jul-2010	Registered
ONLINE TRAINING MADE EASY	05-Nov-2010	85/170,757	4072997	20-Dec-2011	Registered

OPEN VOICE	14-Sep-2010	85/129,106	4572651	22-Jul-2014	Registered
POCKETVIEW	18-Sep-2003	78/302,368	3151547	03-Oct-2006	Registered
PUT MEETINGS IN THEIR PLACE	31-Jan-2010	77/924,469	3831871	10-Aug-2010	Registered
REFRESHED DAISY LOGO (STYLIZED W/DESIGN)	29-Apr-2013	85/917,256	4548997	10-Jun-2014	Registered
REMOTE SUPPORT MADE EASY	30-Jul-2010	85/097,185	3940455	05-Apr-2011	Registered
REVSTREAM	14-Mar-2011	85/266,086	4134132	01-May-2012	Registered
SUPPORT SMARTER	17-Nov-2009	77/874,784	3806963	22-Jun-2010	Registered
TALKBOARD	26-Sep-2013	86/075,081	4521889	29-Apr-2014	Registered
WEBINARS MADE EASY	10-Dec-2009	77/890,256	3818228	13-Jul-2010	Registered
WORKSHIFTING	25-Jan-2011	85/225,685	4068841	06-Dec-2011	Registered
WORKSHIFTING.COM	25-Jan-2011	85/225,677	4068840	06-Dec-2011	Registered

**RECORDED: 09/16/2016**