

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TigerLogic Corporation	FORMERLY Raining Data Corporation	10/18/2016	Corporation: DELAWARE
Raining Data U.S., Inc.		10/18/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OLS Holdings Limited		
Street Address:	CARLTON PARK INDUSTRIAL ESTATE		
Internal Address:	1ST FLOOR OFFICES, CARLTON PARK		
City:	SAXMUNDHAM, SUFFOLK		
State/Country:	UNITED KINGDOM		
Postal Code:	IP17 2NL		
Entity Type:	Company: ENGLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1490827	OMNIS	
Registration Number:	2930580	OMNIS	
Registration Number:	2271002	OMNIS STUDIO	
CORRESPONDENCE DATA			
Fax Number:	2156894934		
<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:	215-979-1191		
Email:	nkmclaughlin@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	45090-06011		
DOMESTIC REPRESENTATIVE			
Name:	Nicole K. McLaughlin, Esquire		
Address Line 1:	Duane Morris LLP, 30 S. 17th St.		

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Address Line 4: Philadelphia, PENNSYLVANIA 19103-4196	
NAME OF SUBMITTER:	Nicole K. McLaughlin, Esquire
SIGNATURE:	/Nicole K. McLaughlin/
DATE SIGNED:	12/08/2016
Total Attachments: 6 source=OLS HOLDINGS LIMITED-TM ASSIGNMENT#page1.tif source=OLS HOLDINGS LIMITED-TM ASSIGNMENT#page2.tif source=OLS HOLDINGS LIMITED-TM ASSIGNMENT#page3.tif source=OLS HOLDINGS LIMITED-TM ASSIGNMENT#page4.tif source=OLS HOLDINGS LIMITED-TM ASSIGNMENT#page5.tif source=OLS HOLDINGS LIMITED-TM ASSIGNMENT#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and delivered as of October 18th, 2016 (the "Effective Date") by TigerLogic Corporation, a Delaware corporation formerly known as Raining Data Corporation ("TigerLogic"), and Raining Data U.S., Inc., a California corporation ("Raining Data," and together with TigerLogic, "Assignors"), for the benefit of the OLS Holdings Limited, a company incorporated and registered under the laws of England with number 10377652 ("Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, Assignors, Assignee and certain other parties have entered into that Share and Asset Purchase Agreement of even date herewith (the "Agreement");

WHEREAS, the Agreement contemplates the assignment by Assignors of all of their right, title and interest in and to the trademarks listed in Schedule A (hereinafter called the "Marks") and the domain names listed on Schedule B (the "Domain Names");

WHEREAS, the Agreement contemplates the assignment by Assignors of all of their right, title and interest in and to the Intellectual Property (as defined in the Agreement) used in connection with the Business (as defined in the Agreement), including the Intellectual Property identified on Schedule C (the "Business Intellectual Property");

WHEREAS, TigerLogic and Raining Data are the owners of certain Intellectual Property (the "R&D Property") developed pursuant to that certain Research and Development Agreement, dated April 1, 2005, by and among TigerLogic (then known as Raining Data Corporation), Raining Data, TigerLogic Holdings Limited (then known as Raining Data Holdings, Ltd.), and TigerLogic UK Limited (then known as Raining Data U.K. Ltd.);

WHEREAS, TigerLogic is the licensor under that certain Software License and Distribution Agreement, dated April 1, 2004, by and between TigerLogic (then known as Raining Data Corporation) and TigerLogic Germany GmbH (then known as Raining Data Germany GmbH) (the "Germany Distribution Agreement");

WHEREAS, Raining Data is the licensor under that certain Software License and Distribution Agreement, dated April 1, 2005, by and between Raining Data and TigerLogic UK Limited (then known as Raining Data U.K., Ltd.) (the "UK Distribution Agreement");

WHEREAS, TigerLogic is the licensor under that certain International Marketing and Distribution Agreement, dated March 31, 2002, as amended by Addendum dated April 1, 1996; Addendum dated April 13, 2000; Addendum dated March 22, 2001; and Addendum dated March 31, 2002 by and between TigerLogic (then known as Raining Data Corporation) and The DLA Group Pty Limited (the "DLA Distribution Agreement");

WHEREAS, the Agreement contemplates that Assignee shall acquire all of Assignors' common law and statutory right, title and interest in and to the Marks in the United States of America and worldwide;

WHEREAS, the Agreement contemplates that Assignee shall acquire all of Assignors' rights under the Germany Distribution Agreement, the UK Distribution Agreement and the DLA Distribution Agreement (the "Licensor Rights"); and

WHEREAS, the Agreement contemplates that Assignee shall acquire all of Assignors' rights, title and interest in and to the Domain Names, the Business Intellectual Property, and the R&D Property.

NOW, THEREFORE, in consideration of the transactions contemplated by the Agreement, the consideration exchanged pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. Assignors hereby irrevocably sell, assign and transfer to Assignee, its successors and assigns (a) all of Assignors' right, title and interest in and to the Marks, free and clear of all liens, claims and encumbrances), together with the goodwill of the business symbolized by, and connected with the use of, the Marks being assigned, as provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Marks, and (c) all causes of action for any and all past infringements of the rights being assigned and the right to collect and retain proceeds therefrom.

2. Subject to the terms of the Agreement, Assignors agree not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignors.

3. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignors' rights in the Marks.

4. Assignors hereby irrevocably sell, assign and transfer to Assignee, its successors and assigns all of Assignors' rights, title and interest in and to the Domain Names, the Business Intellectual Property, the Licensor Rights and the R&D Property.

5. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. No provision of this Assignment is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

7. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, at such other party's cost and expense and as such other parties may reasonably deem necessary or desirable to consummate the transactions contemplated by the Agreement, including, in the case of Assignors, executing and delivering to Assignee such assignments, deeds, bills of sale, consents and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose.

8. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein, and that nothing in this Assignment shall be deemed to supersede, enlarge, reduce or otherwise modify any of the obligations, agreements, covenants, representations or warranties of Assignors and Assignee contained in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

9. This Assignment shall be governed by, interpreted and enforced in accordance with the laws of England.

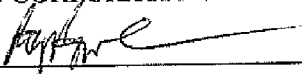
10. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. The parties' signatures may be evidenced by PDF or facsimile transmissions, and each party may rely on a PDF or facsimile signature on behalf of the other party as proof of the other party's execution of this Agreement.

[Signature Page Follows]

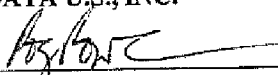
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first written above.

ASSIGNORS:

TIGERLOGIC CORPORATION

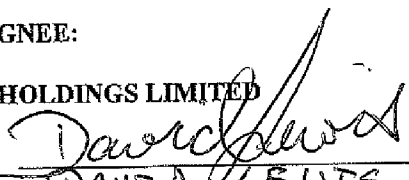
By: 
Name: Roger Rowe
Title: Acting Chief Executive Office and Chief Financial Officer

RAINING DATA U.S., INC.

By: 
Name: Roger Rowe
Title: President

ASSIGNEE:

OLS HOLDINGS LIMITED

By: 
Name: DAVID LEWIS
Title: DIRECTOR

[Signature page to Intellectual Property Assignment Agreement]

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SCHEDULE A

Trademarks

1. Registered Intellectual Property Rights

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CURRENT REGISTERED OWNER	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
OMNIS	United States	Application No. 73440631 Registration No. 1490827	TigerLogic Corporation	Class 09: Computer programs recorded on electronically readable media for use in record keeping	Filed Aug-23-1983 Registered Jun-07-1988	Renewal due Jun-07-2018
OMNIS	United States	Application No. 78258124 Registration No. 2930580	TigerLogic Corporation	Class 09: Computer software for use in software application and development and integration and the storage, management, retrieval, integration and aggregation of data, and user documentation sold as a unit therewith, excluding computer software specifically designed for biomedical applications and excluding computer software to operate any biomedical, medical, and medical diagnostic products	Filed Jun-04-2003 Registered Mar-08-2005 Affidavit of Use Feb-10-2011	Renewal due Mar-08-2025

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MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	CURRENT REGISTERED OWNER	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
OMNIS STUDIO	United States	Application No. 75250854 Registration No. 2271002	TigerLogic Corporation	Class 09: Computer software, and manuals sold as a unit, for software development, collaborative software development, database applications, change management, software debugging, or agent software applications	Filed Mar-03-1997 Registered Aug-17-1999	Renewal due Aug-17-2019
OMNIS	Benelux	Application No. 659241 Registration No. 392076	TigerLogic Corporation	Class 09: Scientific, electrical and electronic apparatus and instruments as far as included in these class; electronic apparatus and instruments for use in the processing, storage, reproduction and transmission of data; magnetic encoded cards, discs, tapes and tapes for storing data; computers, computer programs stored in electronic readable media, magnetic tapes, magnetic discs and punched cards; integrated electrical circuits; electric circuits panels and (key) signs, including parts and accessories for all above aforesaid goods, as far as included in this class	Registered Jul-14-1983 Filed Jul-14-1983	Renewal due Jul-14-2023

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