

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414418

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rebit, Inc.		08/10/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carbonite, Inc.		
<b>Street Address:</b>	2 Avenue de Lafayette		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02111		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3423654	REBIT	
<b>Registration Number:</b>	3418011		
<b>Registration Number:</b>	4191595	SMARTSAVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126773572		
<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>			
<b>Phone:</b>	7815854504		
<b>Email:</b>	dpeterson@gtclawgroup.com, gtcdocketing@cpaglobal.com, tmg@gtclawgroup.com		
<b>Correspondent Name:</b>	GTC Law Group PC & Affiliates		
<b>Address Line 1:</b>	c/o CPA Global		
<b>Address Line 2:</b>	900 Second Avenue South, Suite 600		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Jennifer Heisler Lavalley		
<b>SIGNATURE:</b>	/JHL/		
<b>DATE SIGNED:</b>	02/01/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

WHEREAS, Rebit, Inc., a Delaware Corporation, having a place of business at 2350 17<sup>th</sup> Avenue, Longmont, CO 80503 (hereinafter "Assignor"), is the owner of all right, title and interest in and to the REBIT mark and Frog Logo Mark and goodwill associated therewith (collectively the "Marks") as displayed in the following trademark registrations:

MARK	LOCATION	REG. NO.	REG. DATE
REBIT (STANDARD CHARACTERS)	United States	3,423,654	May 6, 2008
REBIT (STANDARD CHARACTERS)	Australia	120,049	September 24, 2007
REBIT (STANDARD CHARACTERS)	Canada	7,521,889	November 9, 2009
REBIT (STANDARD CHARACTERS)	Madrid designates China, Japan, S. Korea and Singapore	995,356	January 20, 2009
REBIT (STANDARD CHARACTERS)	European Union	006481055	September 16, 2008
FROG LOGO (STYLIZED AND/OR DESIGN)	United States	3,418,011	April 29, 2008
FROG LOGO (STYLIZED AND/OR DESIGN)	Australia	1,200,503	September 24, 2007
FROG LOGO (STYLIZED AND/OR DESIGN)	Canada	752,187	November 9, 2009
FROG LOGO (STYLIZED AND/OR DESIGN)	Madrid Designates China, Japan, S. Korea and Singapore	995,747	January 20, 2009
FROG LOGO (STYLIZED AND/OR DESIGN)	European Union	006524367	September 25, 2008
SMART SAVE	United States	4,191,595	August 14, 2012

WHEREAS, Carbonite, Inc., a Delaware corporation, having a place of business at Two Avenue de Lafayette, Boston, MA 02111 (hereinafter "Assignee"), is desirous of acquiring the Marks, applications and registrations therefor and goodwill associated therewith throughout the world, and other assets of Assignor pursuant to the terms and conditions of an Asset Purchase Agreement (the "Agreement") dated as of the date hereof by and among the Assignee, the Assignor and the other persons and entities party thereto;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all rights, title and interest in and to the Marks together with the goodwill of the business symbolized by each of the marks and all applications and registrations therefore throughout the world, as well as all rights to injunctive relief, damages or profits, due or accrued, arising out of past infringement of said mark or injury to the associated goodwill, and the right to sue for and recover the same, in Assignee's own name. Assignor will cooperate with Assignee, including performance of any reasonable actions,

and the execution and delivery upon the reasonable request of Assignor of any documents necessary or appropriate to give effect to the intent and terms of this Assignment. In the event of a conflict between the terms of this Assignment and the Agreement, the Agreement shall control.

*[Remainder of Page Intentionally Left Blank]*

WHEREAS, the Assignee and the Assignor have executed this U.S. Trademark Assignment as of the date written below.

REBIT, INC., as Assignor

Date: 8/10/2015

By: DocuSigned by:  
*Paul Guerin*  
13058E1E714D412  
[Signature]

Name: Paul Guerin

Title: CEO/Rebit

CARBONITE, INC., as Assignee

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[signature]

Name: Anthony Folger

Title: Chief Financial Officer

WHEREAS, the Assignee and the Assignor have executed this U.S. Trademark Assignment as of the date written below.

REBIT, INC., as Assignor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CARBONITE, INC., as Assignee

Date: 8-11-2015

By:  \_\_\_\_\_  
[signature]

Name: Anthony Folger

Title: Chief Financial Officer