

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425641

<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>
HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P.		07/31/2016	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OPEN TEXT CORPORATION		
<b>Street Address:</b>	275 Frank Tompa Drive		
<b>City:</b>	Waterloo, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	N2L 0A1		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86296030	EMPOWER EDITOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2077747499		
<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>	207-774-4000		
<b>Email:</b>	cbacall@verrilldana.com		
<b>Correspondent Name:</b>	Charles P. Bacall		
<b>Address Line 1:</b>	One Portland Square		
<b>Address Line 2:</b>	P.O. Box 586		
<b>Address Line 4:</b>	Portland, MAINE 04112-0586		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Charles P. Bacall		
<b>Address Line 1:</b>	One Portland Square		
<b>Address Line 2:</b>	P.O. Box 586		
<b>Address Line 4:</b>	Portland, MAINE 04112-0586		
<b>NAME OF SUBMITTER:</b>	Charles P. Bacall		
<b>SIGNATURE:</b>	/Charles P. Bacall/		

OP \$40.00 86296030

**DATE SIGNED:**

05/01/2017

**Total Attachments: 13**

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AMENDED AND RESTATED  
TRADEMARK ASSIGNMENT

This AMENDED AND RESTATED TRADEMARK ASSIGNMENT, (the "Assignment") dated July 31, 2016 (the "Effective Date"), is entered into by and between HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P., a Texas limited partnership ("Assignor"), and OPEN TEXT CORPORATION, a corporation incorporated under the federal laws of Canada ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Assignor grants and assigns to Assignee all of Assignor's rights, title, and interests, in and to:

- (a) those trademark registrations and applications for registration identified and set forth on Schedule A (collectively, the "Transferred Marks"), including without limitation all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
- (b) the trademark goodwill of the business symbolized by the Transferred Marks;
- (c) the right to bring suit (either in law or in equity) and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of the Transferred Marks;
- (d) the entire right, title, and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the Transferred Marks; and
- (e) the right to prosecute, maintain and defend the Transferred Marks before any public or private agency, office or registrar including by filing renewals and all other applications relating to the Transferred Marks.

2. Recordation. Assignor hereby authorizes the Director 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 and owner of the Transferred Marks.

3. Governing Law. Any questions, claims, disputes, remedies or actions arising from or related to this Assignment, and any relief or remedies sought by any parties hereunder, shall be governed exclusively by the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.


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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

**HEWLETT-PACKARD  
DEVELOPMENT COMPANY, L.P.**

By: HPO Holdings, LLC, its General  
Partner

By

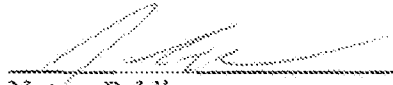
  
Name: Carolyn E. Knecht

Title: Manager

State of California  
ss.:

County of Santa Clara

On the 18 day of September in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared, Carolyn E. Knecht personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

  
Notary Public

My commission expires: Nov 13, 2019

Dated: 09/18/2017

[Signature Page to Trademark Assignment]

**TRADEMARK  
REEL: 006047 FRAME: 0586**

OPEN TEXT CORPORATION

By \_\_\_\_\_  
Name: Gordon Davies  
Title: EVP, Chief Legal Officer and  
Corporate Development

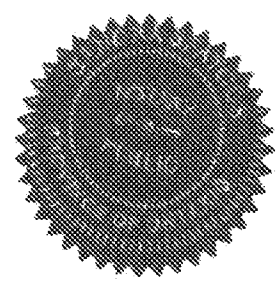
City of \_\_\_\_\_ )  
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )  
ss.: \_\_\_\_\_ )

On the 15th day of Jan in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared, Gordon Davies personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
JANORA STANCO

My commission expires: Nov 19/2018  
Dated: Jan 13/2017

[Signature Page to Trademark Assignment]



Schedule A

LIST OF TRANSFERRED TRADEMARKS

Country	Mark Name	Status	App No.	Registration Number	International Classes	Class Description	Renewal Due Date
Israel	DAZEL	Registered	109600	109600	9	9 - Computer software that assists in the delivery of information within networked environments; computer software for directing and receiving information to electronic mailboxes.	2018-01-09
Germany (Federal Republic of)	EXSTREAM	Registered	30753728 5	30753728	9,35,41,42	9 - Computer software (stored). 35 - Retail trade services for computer software. 41 - Seminars and training services. 42 - Computer hardware and software consultancy; software development; installation and maintenance of software; updating of software; rental of software; computer programming; design of computer software.	2017-08-16
Germany (Federal Republic of)	EXSTREAM	Registered	39927485 5	39927485	35,36,42	35 - Advertising. 38 - Telecommunications. 42 - Computer programming; services of internet service providers; services of designers in the area of internet and graphic; installation of software.	2019-05-12

TRADEMARK

REEL: 006047 FRAME: 0588

Country	Mark Name	Status	App No.	Registration Number	International Classes	Class Description	Renewal Due Date
United States of America	EMPOWER EDITOR	Pending	86296030		9,42	9 - Computer software, namely, software for creating, editing and dispatching correspondence to customers and potential customers, all of the foregoing being in the field of customer communications management and not litigation or litigation discovery. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data for use in customer correspondence through a web browser, all of the foregoing being in the field of customer communications management and not litigation or litigation discovery.	2024-09-22
Australia	EMPOWER EDITOR	Registered	1648363	1648363	9,42	9 - Computer software; computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2024-09-22

Country	Mark Name	Status	App No.	Registration Number	International Classes	Class Description	Renewal Due Date
Canada	EMPOWER EDITOR	Registered	1694747	TMA934448	9,42	9 - Computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2031-04-12
European Union IPO	EMPOWER EDITOR	Registered	13284427	13284427	9,42	9 - Computer software, namely, software for creating, editing and dispatching correspondence to customers and potential customers; all of the foregoing being in the field of customer communication management and not for education and publishing. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2024-09-22



Country	Mark Name	Status	App No.	Registration Number	International Classes	Class Description	Renewal Due Date
India	EMPOWER EDITOR	Pending	2813856		9,42	9 - Computer software; computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	
Japan	EMPOWER EDITOR	Registered	2014-081677	5717960	9,42	9 - Computer software; computer software, namely, software for use in editing interactive documents and data through a web browser; electronic machines, apparatus and their parts. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser; providing computer software; computer software design; computer programming. Or maintenance of computer software; rental of computers; providing computer programs.	2024-11-14
Mexico	EMPOWER EDITOR	Registered	1531631	1509795	42	42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2024-09-26

Country	Mark Name	Status	App No.	Registration Number	International Classes	Class Description	Renewal Due Date
Mexico	EMPOWER EDITOR	Registered	1531629	1509794	9	9 - Computer software, computer software, namely, software for use in editing interactive documents and data through a web browser.	2024-09-26
Turkey	EMPOWER EDITOR	Registered	2014/77726	2014/77726	9,42	9 - Computer software, computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2024-09-23
Argentina	EMPOWER EDITOR	Registered	3356806	2758633	42	42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2025-07-22
Argentina	EMPOWER EDITOR	Pending	3356807		9	9 - Computer software, computer software, namely, software for use in editing interactive documents and data through a web browser.	

Country	Mark Name	Status	App No.	Registration Number	International Classes	Class Description	Renewal Due Date
China	EMPOWER EDITOR	Abandoned	15459808		9,42	9 - Computer software; computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - SaaS; cloud computing; providing computer technology and programming information via websites; computer software consultancy; computer software design; computer software maintenance; computer programming.	
Korea, Republic of (KR)	EMPOWER EDITOR	Registered	45-2014-0007667	45-0067588	9,42	9 - Computer software; computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2026-08-30
Hong Kong	EMPOWER EDITOR	Registered	303148263	303148263	9,42	9 - Computer software; computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2024-09-24

Country	Mark Name	Status	App No.	Registration Number	International Classes	Class Description	Renewal Due Date
Malaysia	EMPOWER EDITOR	Registered	2014064978	2014064978	42	42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2024-05-30
Malaysia	EMPOWER EDITOR	Registered	2014064976	2014064976	9	9 - Computer software; computer software, namely, software for use in editing interactive documents and data through a web browser.	2024-05-30
Singapore	EMPOWER EDITOR	Registered	T1415538C	T1415538C	9,42	9 - Computer software; computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2024-09-29
Switzerland	EMPOWER EDITOR	Registered	61688/2014	667590	9,42	9 - Computer software; computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2024-10-03

Country	Mark Name	Status	App No.	Registration Number	International Classes	Class Description	Renewal Due Date
Russian Federation	EMPOWER EDITOR	Registered	2014732736	560153	9,42	9 - Computer software, computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2024-09-26
Brazil	EMPOWER EDITOR	Pending	908497695		42	42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	
Brazil	EMPOWER EDITOR	Pending	908497571		9	9 - Computer software, computer software, namely, software for use in editing interactive documents and data through a web browser.	

Country	Mark Name	Status	App No.	Registration Number	International Classes	Class Description	Renewal Due Date
Israel	EMPOWER EDITOR	Pending	268732		9,42	9 - Computer software, namely, software for creating, editing and dispatching correspondence to customers and potential customers; all of the foregoing being in the field of customer communication management and not for education and publishing. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	
Norway	EMPOWER EDITOR	Registered	201411579	281356	9,42	9 - Computer software; computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2024-10-09

Country	Mark Name	Status	App No.	Registration Number	International Classes	Class Description	Renewal Due Date
New Zealand	EMPOWER EDITOR	Registered	1006492	1006492	9,42	9 - Computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services namely software for use in editing interactive documents and data through a web browser.	2024-05-30
Taiwan	EMPOWER EDITOR	Registered	103058642	1734663	9,42	9 - Computer software; computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services, namely hosting software for use in editing interactive documents and data through a web browser.	2025-10-16
Colombia	EMPOWER EDITOR	Registered	2014222613	519263	9,42	9 - Computer software; computer software, namely, software for use in editing interactive documents and data through a web browser. 42 - Software as a service (SaaS) services featuring software for use in editing interactive documents and data through a web browser.	2025-08-31

TRADEMARK