

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426052

<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>
Webtrends Inc.		03/23/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oracle America, Inc.		
<b>Street Address:</b>	500 Oracle Parkway		
<b>City:</b>	Redwood Shores		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94065		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86963801	INFINITY ANALYTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3034732720		
<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>	(303) 473-2709		
<b>Email:</b>	docket@hollandhart.com		
<b>Correspondent Name:</b>	Andrew Roppel		
<b>Address Line 1:</b>	Holland & Hart LLP		
<b>Address Line 2:</b>	P.O. Box 8749		
<b>Address Line 4:</b>	Denver, COLORADO 80201		
<b>NAME OF SUBMITTER:</b>	Andrew Roppel		
<b>SIGNATURE:</b>	/ANDREW ROPPEL/		
<b>DATE SIGNED:</b>	05/03/2017		
<b>Total Attachments: 6</b>			
source=2017.04.06 Webtrends-executed Assignment#page1.tif			
source=2017.04.06 Webtrends-executed Assignment#page2.tif			
source=2017.04.06 Webtrends-executed Assignment#page3.tif			
source=2017.04.06 Webtrends-executed Assignment#page4.tif			
source=2017.04.06 Webtrends-executed Assignment#page5.tif			

OP \$40.00 86963801



ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of March 28, 2017, is entered into by and between Webtrends Inc., a Delaware corporation ("Assignor"), and Oracle America, Inc., a Delaware corporation ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement dated March 10, 2017 by and between Assignee and Assignor (the "Purchase Agreement").

WHEREAS Assignor is the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (hereinafter together with any other Acquired Seller Trademarks, the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Trademarks, together with (i) the applications and registrations of the Trademarks, (ii) the goodwill of the Business symbolized by and associated with the Trademarks and (iii) all rights, remedies, defenses, claims (including claims for refunds or adjustments and claims for breach of express or implied warranties), recoveries, rights to offset, and causes of action against customers, suppliers, insurers or any other Person, whether known or unknown, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks regardless of whether such rights arise under an Assigned Contract, an Excluded Contract or otherwise. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other national, federal, and state government officials to record and register this Assignment upon request by Assignee. Assignor agrees, without further consideration, to (a) execute all oaths, assignments, powers of attorney, applications, and other papers and documents necessary to fully secure to Assignee the right, title and interest conveyed herein and to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives and (b) take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent. In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

\* \* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed as of the date first written above.

**ASSIGNOR:**  
WEBTRENDS INC.

**ASSIGNEE:**  
ORACLE AMERICA, INC.

By: *Joseph P. Davis*  
Name: Joseph P. Davis  
Its: CCO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF California )  
 ) ss:  
COUNTY OF San Mateo )

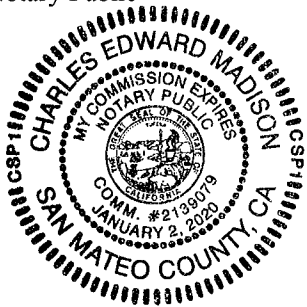
STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the 23 day of March in the year 2017 before me, the undersigned, a notary public in and for said state, personally appeared Joseph P. Davis, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within 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 whom the individual acted, executed the instrument.

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within 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 whom the individual acted, executed the instrument.

*Charles Madison*  
Notary Public

\_\_\_\_\_  
Notary Public



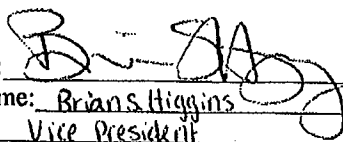
[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed as of the date first written above.

ASSIGNOR:  
WEBTRENDS INC.

ASSIGNEE:  
ORACLE AMERICA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Brian S. Higgins  
Its: Vice President

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me, the undersigned, a notary public in and for said state, personally appeared

\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within 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 whom the individual acted, executed the instrument.

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me, the undersigned, a notary public in and for said state, personally appeared

\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within 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 whom the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

NOTARY PUBLIC STATE OF CALIFORNIA

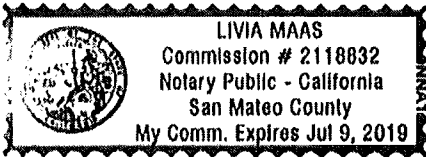
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Mateo )
On March 28, 2017 before me, Livia Maas, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Brian S. Higgins
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

**SCHEDULE A**

**Trademarks**

<b>TRADEMARK</b>	<b>APPLICABLE JURISDICTION</b>	<b>DATE ISSUED/FILED</b>	<b>SERIAL/REG. NO.</b>	<b>STATUS</b>
INFINITY LOGO				Unfiled
INFINITY ANALYTICS	US	4/04/16	86963801	Published
STREAMS	EM	3/05/16	11764057	Registered
STREAMS	EM	4/24/13	13174693	Registered
STREAMS	US	2/11/14	4482739	Registered
WEBTRENDS INFINITY	EM	11/28/16	15682792	Registered
WEBTRENDS INFINITY	US	4/04/16	86963792	Published
WEBTRENDS INFINITY ANALYTICS	US	4/04/16	86963743	Published
WEBTRENDS STREAMS	EM	1/21/14	11740693	Registered
WEBTRENDS STREAMS	US	5/20/14	4531672	Registered

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