TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM427860

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kaseya International Limited		05/16/2017	Limited Liability Company: JERSEY

RECEIVING PARTY DATA

Name:	Kaseya Limited	
Street Address:	16 West 23rd St., Suite 2R	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10010	
Entity Type:	Corporation: IRELAND	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3247466	KASEYA
Registration Number:	3705059	KASEYA
Registration Number:	4391313	K

CORRESPONDENCE DATA

Fax Number: 2127288111

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: 2127288000

Email: ipdept@willkie.com

Spencer Simon c/o Willkie Farr & Gallagh **Correspondent Name:**

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	121982.00010	
NAME OF SUBMITTER:	Spencer F. Simon	
SIGNATURE:	/spencerfsimon/	
DATE SIGNED:	05/17/2017	

Total Attachments: 3

source=Kaseya - Trademark Assignment#page1.tif source=Kaseya - Trademark Assignment#page2.tif

> **TRADEMARK** REEL: 006060 FRAME: 0640

900406344

source=Kaseya - Trademark Assignment#page3.tif

TRADEMARK REEL: 006060 FRAME: 0641

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>") is made and entered into as of May 16, 2017 ("<u>Effective Date</u>") by and between Kaseya International Limited, a limited liability company organized in Jersey ("<u>Assignor</u>"), and Kaseya Limited, a corporation incorporated in Ireland ("<u>Assignee</u>").

WHEREAS, Assignor wishes to transfer and assign to Assignee, and Assignee wishes to receive ownership of, the U.S. registered trademarks set forth on <u>Schedule A</u> hereto (the "<u>Assigned Trademarks</u>");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee its entire right, title and interest in and to (i) the Assigned Trademarks, including all common-law rights related thereto and the goodwill of the business symbolized thereby, (ii) the right to obtain registrations and renewals for the foregoing, and (iii) the right to bring actions for the infringement, dilution or unauthorized use of the foregoing accruing or occurring prior to or any time after the Effective Date and to retain all monies and proceeds therefrom (the foregoing, the "Assigned Rights").
- 2. Assignee shall hold the Assigned Rights for its and its successors' and assigns' enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- 3. At Assignee's written request, Assignor shall take all reasonable actions that are required to vest, effect, record and perfect ownership of the Assigned Rights with Assignee.
- 4. This Assignment shall be construed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

TRADEMARK REEL: 006060 FRAME: 0642 IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

By: Eamon Dolan			
Name: Eamon Dolan			
Title:Director			
KASEYA LIMITED			
By: Eamon Dolan			
Name: Eamon Dolan			
Title: Director			

KASEYA INTERNATIONAL LIMITED

Schedule A Assigned Trademarks

Trademark	U.S. Registration Number
KASEYA	3,247,466
KASEYA	3,705,059
K (stylized)	4,391,313

RECORDED: 05/17/2017

TRADEMARK
REEL: 006060 FRAME: 0644