

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM441023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AnyMeeting, Inc.		08/22/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Intermedia.net, Inc.		
Street Address:	825 East Middlefield Road		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4141200	ANYMEETING	
Registration Number:	4939713	TALK@	
Registration Number:	4939712	MEET@	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	mbenson@reedsmith.com		
Correspondent Name:	Robert E. Browne		
Address Line 1:	Reed Smith LLP		
Address Line 2:	10 South Wacker Drive, 40th Floor		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Robert E. Browne		
SIGNATURE:	/Robert E. Browne/		
DATE SIGNED:	08/29/2017		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), dated as of August 22, 2017, by and between Intermedia.net, Inc., a Delaware corporation (“Assignee”), and AnyMeeting, Inc., a California corporation (“Assignor”). Assignee and Assignor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

A. Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of August 16, 2017 (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Intellectual Property of Assignor, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto, the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other conventions, and the worldwide right to file applications for said inventions in Assignee’s own name (collectively, the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the “Trademarks”);

(c) the copyright registrations and applications set forth on Schedule 3 hereto together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (the “Copyrights”);

(d) the internet domain names set forth on Schedule 4 hereto, together with the goodwill connected with the use thereof and symbolized thereby, (collectively, the “Domain Names”);

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law 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 those of the State of Delaware.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Assignment as of the date first set forth above.

ASSIGNOR:

ANYMEETING, INC.

DocuSigned by:
By: Cosmin Tuculescu
Name: Cosmin Tuculescu
Its: Chief Executive Officer

ASSIGNEE:

INTERMEDIA.NET, INC.

By: _____
Name: _____
Its: _____

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 006140 FRAME: 0357

The Parties are signing this Assignment as of the date first set forth above.

ASSIGNOR:

ANYMEETING, INC.


By: _____

Name: _____

Its: _____

ASSIGNEE:

INTERMEDIA.NET, INC.

By:  _____

Name: Robert Tirva

Its: Chief Financial Officer

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

SCHEDULE 2

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AnyMeeting	United States		85/267,947, in international classes 038 and 042	March 15, 2011	New Registration No. 4,141,200	May 15, 2012
talk@	United States		Serial Number: 86688303	July 9, 2015		
meet@	United States		Serial Number: 86688293	July 9, 2015		
Timebridge	United States	Seller acquired this trademark pursuant to that certain Assignme nt and Bill of Sale, dated as of November 4, 2016, by and between the Seller and HireVue, Inc.				

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Timedance	United States	Seller acquired this trademark pursuant to that certain Assignment and Bill of Sale, dated as of November 4, 2016, by and between the Seller and HireVue, Inc.				