

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pedagouge Solutions, Inc.		11/07/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Saba Software, Inc.		
Street Address:	2400 Bridge Parkway		
City:	Redwood Shores		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2576553	EXAMSDIRECT	
Registration Number:	1632242	PEDAGOGUE	
Registration Number:	2550746	PEDAGOGUE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	058790-2000		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/jce/		
DATE SIGNED:	11/09/2017		
Total Attachments: 3			
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ASSIGNMENT

This ASSIGNMENT ("ASSIGNMENT") is by and between Pedagogue Solutions, Inc., a New Jersey corporation, having a place of business at 2400 Bridge Parkway, Redwood Shores, California 94065 ("ASSIGNOR"), and SABA SOFTWARE, INC., a Delaware corporation, having a place of business at 2400 Bridge Parkway, Redwood Shores, California 94065 ("ASSIGNEE") (each a "Party" and collectively, the "Parties"). ASSIGNOR, a subsidiary of ASSIGNEE, is thereby a related entity.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby does assign, and transfer to ASSIGNEE, for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all registered trademarks, service marks, logos and trade dress, together with any goodwill attaching to the trademarks, service marks, logos and trade dress, ("SUBJECT MATTER") that are listed on **APPENDIX A**, attached hereto and made a part hereof, and any rights in unregistered marks, logos, or trade dress, or rights at common law to any mark, logo or trade dress, and any rights in or to any trade names (collectively comprising the "ASSIGNED IP"); and

2. The exclusive right to use, register, assign, transfer, and grant rights and licenses under, and with respect to, any of the ASSIGNED IP, including without limitation to the foregoing, the right to sue, oppose, cancel, and to bring and defend claims and proceedings in its own name and to seek relief, as appropriate, and to recover damages for past and future infringement of any or all rights, deriving from statutory or common law rights, including any rights to assert any claims of unfair competition or passing off.

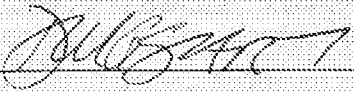
ASSIGNOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this ASSIGNMENT: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; and (2) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide trademark, service mark, trade dress, logo, trade name protections and rights relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests conveyed. ASSIGNOR further agrees to provide any successor, transferee, assignee, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

ASSIGNOR represents that ASSIGNOR holds the rights, titles, and interests to transfer and convey as set forth herein, and covenants with ASSIGNEE that the ASSIGNOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

The signatory to this ASSIGNMENT represents that he or she is duly authorized to execute this ASSIGNMENT on behalf of the Assignor.

ASSIGNOR

Date of Signature



November 7, 2017

NAME: *Michael G. Stewart*

TITLE: *President*

ADDRESS: 2400 Bridge Parkway, Redwood Shores, CA 94065

Exhibit A

Owner	Registration Number and Date	Trademark	Country Name	Status
Pedagogue Solutions, Inc., a New Jersey corporation	2576553 June 4, 2002	EXAMSDIRECT	United States of America	Renewed 41
Pedagogue Solutions, Inc., a New Jersey corporation	1632242 January 22, 1991	PEDAGOGUE	United States of America	Renewed 09
Pedagogue Solutions, Inc., a New Jersey corporation	2550746 March 19, 2002	PEDAGOGUE	United States of America	Renewed 41 , 42