

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450378

<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>
Centra Software, LLC		11/07/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Saba Software, Inc.		
<b>Street Address:</b>	2400 Bridge 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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2219147	CENTRA	
<b>Registration Number:</b>	2954842	CENTRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202.739.3000		
<b>Email:</b>	jennifer.evans@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	058790-2000		
<b>NAME OF SUBMITTER:</b>	Jennifer C. Evans		
<b>SIGNATURE:</b>	/jce/		
<b>DATE SIGNED:</b>	11/09/2017		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT

This ASSIGNMENT by and between Centra Software, LLC, a Delaware limited liability company, 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, thereby is a related entity.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby 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 or 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.

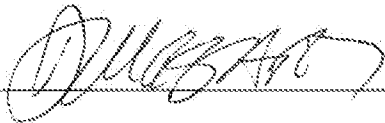
ASSIGNOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and 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 herein 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.

Each signatory to this Assignment represents that he or she is duly authorized to execute this Assignment on behalf of the Party on which he or she is signing.

**ASSIGNOR**

**Date of Signature**

  
\_\_\_\_\_

November 7, 2017

NAME: Michael G. Stewart

TITLE: President

ADDRESS: 2400 Bridge Parkway, Redwood Shores, CA 94065


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.

CANADA )  
 ) ss.  
PROVINCE OF ONTARIO )

Subscribed and sworn to before me this 7<sup>th</sup> day of November, 2017,

by Michael G. Stewart \_\_\_\_\_,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
\_\_\_\_\_  
SHELBY AIKMAN  
Barrister and Solicitor  
A Notary Public in and for the Province of Ontario

ASSIGNEE

Date of Signature

[Signature]  
SABA SOFTWARE, INC.

November 7<sup>th</sup>, 2017

NAME: Michael Stewart

TITLE: Director

ADDRESS: 2400 Bridge Parkway, Redwood Shores, CA 94065

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.

CANADA )  
 ) ss.  
PROVINCE OF ONTARIO )

Subscribed and sworn to before me this 7<sup>th</sup> day of November, 2017,

by Michael Stewart

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]  
SHELBY AIKMAN  
Barrister and Solicitor  
A Notary Public in and for the Province of Ontario

### Exhibit A

<u>Owner</u>	<u>Registration Number and Date</u>	<u>Trademark</u>	<u>Country Name</u>	<u>Status</u>
Centra Software, LLC	874855 April 14, 2003	CENTRA	Australia	Renewed 09
Centra Software, Inc.	1239029 June 12, 2002	CENTRA	European Community	Renewed 09 , 16 , 41
Centra Software, LLC	2181949 August 6, 2002	CENTRA	European Community	Registered 09 , 38 , 42
Centra Software, LLC	4525561 November 30, 2001	CENTRA	Japan	Renewed 09
Centra Software, LLC	T0110644C July 19, 2001	CENTRA	Singapore	Renewed 09
Centra Software, LLC	2219147 January 19, 1999	CENTRA	United States of America	Renewed 09
Centra Software, LLC	2954842 May 24, 2005	CENTRA	United States of America	Registered 38 , 41 , 42

