

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460240

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/03/2017
RESUBMIT DOCUMENT ID:	900434607

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sonian Inc.		11/03/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Barracuda Networks, Inc.
Street Address:	3175 Winchester Blvd.
City:	Campbell
State/Country:	CALIFORNIA
Postal Code:	95008
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77880759	SONIAN
Serial Number:	86369226	VIEW
Serial Number:	86238379	DISCOVERSTOR
Serial Number:	85957403	DEEPSTOR
Serial Number:	85957406	DISCOVER STOR
Serial Number:	87426171	SONIAN
Serial Number:	77219049	SONIAN

CORRESPONDENCE DATA

Fax Number: 6508474151

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: (650)847-4150

Email: IDocketing@DuaneMorris.com

Correspondent Name: DUANE MORRIS LLP

Address Line 1: 2475 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: R2081-00000

NAME OF SUBMITTER:	DAVID T. XUE
SIGNATURE:	/David T. Xue/
DATE SIGNED:	01/31/2018
Total Attachments: 5 source=2017-11-03_REDACTED_Sonian Merger Agreement_Relevant Pages#page1.tif source=2017-11-03_REDACTED_Sonian Merger Agreement_Relevant Pages#page2.tif source=2017-11-03_REDACTED_Sonian Merger Agreement_Relevant Pages#page3.tif source=2017-11-03_REDACTED_Sonian Merger Agreement_Relevant Pages#page4.tif source=2017-11-03_REDACTED_Sonian Merger Agreement_Relevant Pages#page5.tif	

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

SONIAN INC.

BARRACUDA NETWORKS, INC.

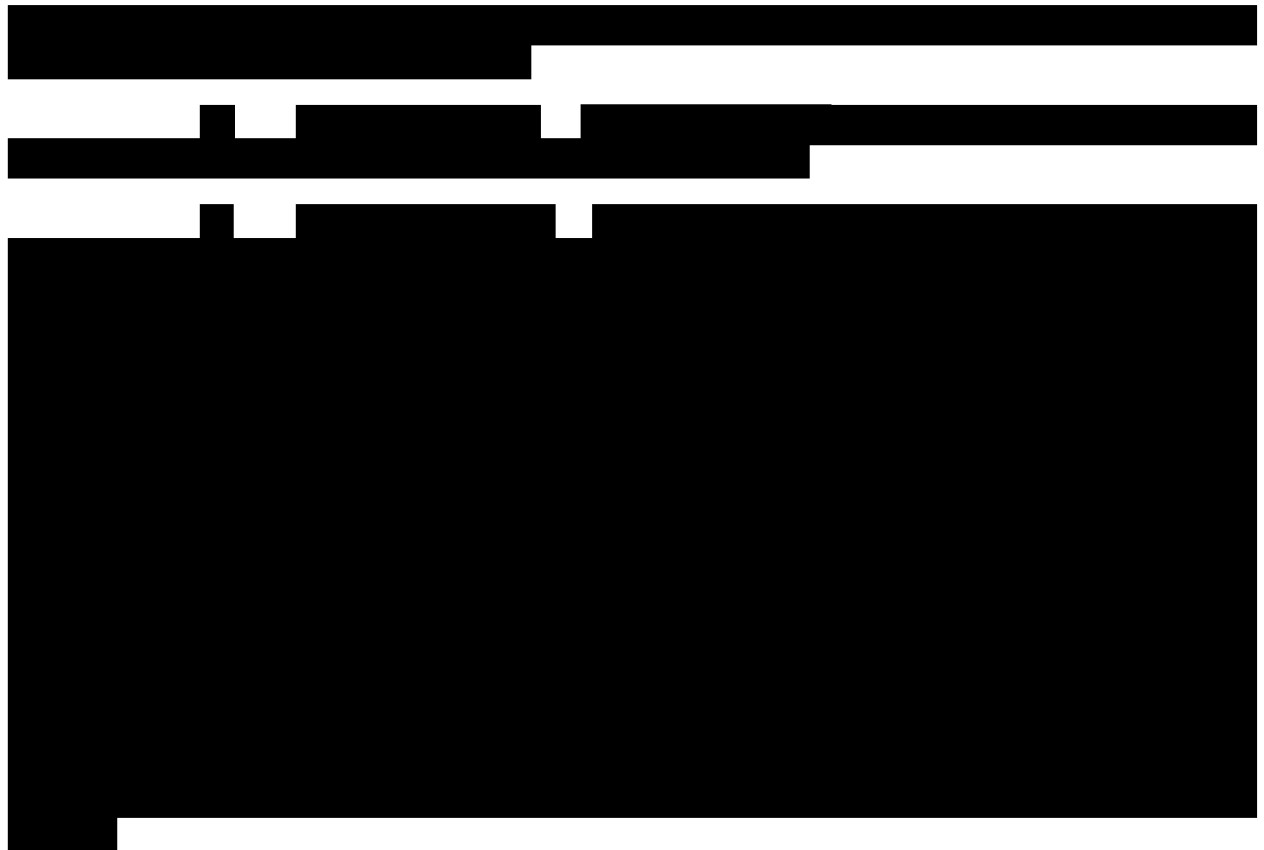
BLUE SATURN MERGER CORP

AND

SHAREHOLDER REPRESENTATIVE SERVICES LLC


AS STOCKHOLDER REPRESENTATIVE

DATED AS OF NOVEMBER 3, 2017



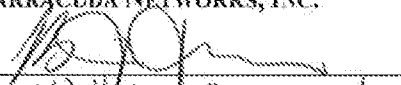
(d) Transferability of Company Intellectual Property. At the Effective Time, except for those items set forth in Section 2.13(d) of the Disclosure Schedule, all Company Intellectual Property will be fully transferable, alienable and licensable by the Surviving Corporation and/or Parent without restriction and without payment of any kind to any third party.

(e) Title to Company Intellectual Property. Either the Company or Company Sub is the sole and exclusive owner (or sole and exclusive licensee, as applicable) of each item of Company Intellectual Property, free and clear of any Liens other than rights granted (i) pursuant to nondisclosure agreements entered into in the Ordinary Course, (ii) to consultants, contractors or vendors to use Company Intellectual Property and Company Technology for the sole benefit of the Company or Company Sub, (iii) to customers pursuant to written agreements entered into in the Ordinary Course, and (iv) Outbound Licenses set forth in **Section 2.13(i)** of the Disclosure Schedule. The ownership (or exclusive license rights, as applicable) of such Company Intellectual Property has not been challenged, contested or objected to by any Governmental Entity or any other third party. Either the Company or Company Sub has the sole and exclusive right to bring a claim or suit against any Person for past, present or future infringement or misappropriation of the Company Intellectual Property, as applicable, and to retain for itself any damages recovered in any such action. Neither the Company nor the Company Sub has transferred ownership of, or granted any exclusive license with respect to, any Intellectual Property Rights. To the extent that the Company has acquired any Registered Intellectual Property from any Person, to the maximum extent provided for by, and in accordance with, applicable Laws, such assignment has been recorded with the relevant Governmental Entities.




IN WITNESS WHEREOF, Parent, Sub, the Company, and the Stockholder Representative have caused this Agreement to be executed as of the date first written above.

BARRACUDA NETWORKS, INC.


By: William B Jenkins
Its: CEO

BLUE SATURN MERGER CORP.


By: Diane Hendon
Its: Secretary

SONIAN INC.

By:
Its:

SHAREHOLDER REPRESENTATIVE
SERVICES LLC, solely in its capacity as the
Stockholder Representative

By:
Its:

SIGNATURE PAGE TO THE AGREEMENT AND PLAN OF MERGER

TRADEMARK
REEL: 006262 FRAME: 0282

IN WITNESS WHEREOF, Parent, Sub, the Company, and the Stockholder Representative have caused this Agreement to be executed as of the date first written above.

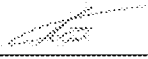
BARRACUDA NETWORKS, INC.

By: .
Its:

BLUE SATURN MERGER CORP.

By: .
Its:

SONIAN INC.



By: Timothy McKinnon
Its: President & CEO

**SHAREHOLDER REPRESENTATIVE
SERVICES LLC**, solely in its capacity as the
Stockholder Representative

By:
Its:

IN WITNESS WHEREOF, Parent, Sub, the Company, and the Stockholder Representative have caused this Agreement to be executed as of the date first written above.

BARRACUDA NETWORKS, INC.

By: .
Its:


BLUE SATURN MERGER CORP.

By: .
Its:

SONIAN INC.

By: .
Its:

SHAREHOLDER REPRESENTATIVE
SERVICES LLC, solely in its capacity as the
Stockholder Representative



By: W. Paul Koenig
Its: Managing Director