

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concurrent Computer Corporation		05/15/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Real Time, Inc.		
Street Address:	1 Marina Park Drive, Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2065321		
Registration Number:	2292971	POWER HAWK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(404) 668-3795		
Email:	sonia@lakhanyl原因.com		
Correspondent Name:	Sonia F. Lakhany		
Address Line 1:	1800 Peachtree Street, Suite 300		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sonia F. Lakhany		
SIGNATURE:	/Sonia F. Lakhany/		
DATE SIGNED:	02/12/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“*Assignment*”), dated as of the 15th day of May, 2017, is made by Concurrent Computer Corporation, a Delaware corporation (“*Assignor*”), in favor of Real Time, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of May 15, 2017, by and between Assignor, Concurrent Computer Corporation (France) (together, with the Assignor, the “*Assignors*”) and Assignee (the “*Purchase Agreement*”) (capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement), pursuant to which, among other things, Assignors agreed to assign certain Intellectual Property registrations and applications for registration to Assignee;

WHEREAS, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, the Intellectual Property registrations and applications for registration set forth on Schedule I attached hereto (collectively, the “*Assigned IP*”); and

WHEREAS, in connection with the Purchase Agreement, and in order to facilitate the consummation of the transactions contemplated by the Purchase Agreement, Assignors have agreed to convey, transfer and assign to Assignee, among other assets, certain Intellectual Property of the Assignors exclusively used or held for use in the Business, including the Assigned IP, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions, as applicable;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignors’ right, title and interest in and to: (a) the Assigned IP; (b) all rights of any kind whatsoever of Assignee accruing under the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned IP; (d) any and all claims and causes of action, with respect to any of the Assigned IP, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any and all such damages; and (e) fully and entirely stand in the place of Assignor in all matters related to all of the foregoing, in each case free and clear of any encumbrances (which for purposes of this Section 1, shall mean any lien, pledge, mortgage, deed of trust or security interest). Assignor hereby waives any moral rights, or rights equivalent thereto, that Assignor may have in or to the Assigned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Assigned IP, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable Law, Assignor agrees that it shall not assert such moral rights against Assignee or any other

Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Recordation. Assignors hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, ICAAN, or such other domain registry or entity as may exercise authority over registration of the internet domain names listed herein, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

3. Further Actions. Reference is made to Section 8.1 of the Purchase Agreement.

4. Power of Attorney. Assignors hereby constitute and appoint the Assignee as the true and lawful agent and attorney-in-fact of Assignors, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignors but on behalf and for the benefit of the Assignee and its successors and assigns, from time to time to institute and prosecute, in the name of Assignors or otherwise, any and all proceedings at law, in equity or otherwise, that the Assignee or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure Assignee's rights in the Assigned IP. Without limitation of the foregoing, Assignors agree to execute, without cost to the Assignee, any and all documents deemed necessary by the Assignee to obtain and enforce Copyrights, Patents, Trademarks and Trade Secrets in the Assigned IP, including specific assignments of such Assigned IP for particular products or developments, and agrees to execute all lawful papers, make all rightful oaths reasonably required or necessary to aid the Assignee, its successors and assigns in obtaining and enforcing its rights in and to the Assigned IP in the United States and throughout the world.

5. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights, remedies and obligations of Assignors and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be limited, qualified or superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Counterparts. This Assignment may be executed in counterparts (including by means of facsimile or electronic transmission in portable document format (PDF)), and when so executed each counterpart shall be deemed an original, and said counterparts together shall constitute one and the same instrument. Facsimile signatures shall be as effective as original signatures.

7. Amendment. No alteration, modification or amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or

other failure. No failure by any party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

8. Severability. In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

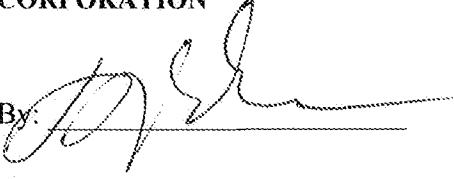
9. Assignment; Successors and Assigns. This Assignment will be binding upon and inure to the benefit of and be enforceable by the successors and permissible assigns of the parties hereto. This Assignment and any rights and obligations hereunder will not be assigned, hypothecated or otherwise transferred by any party hereto by operation of law or otherwise without the prior written consent of the other party; provided, however, notwithstanding the foregoing, either party hereto may assign its rights and obligations under this Assignment without such consent to (i) one or more of its Affiliates, (ii) any lender as collateral security and (iii) in connection with a sale, merger or other transaction involving a transfer of substantially all of its assets; provided that such assigning party shall remain liable for its obligations hereunder.

10. Governing Law; Exclusive Venue. This Assignment, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law. The parties hereto do hereby irrevocably submit to the jurisdiction of any state or federal court located in the State of Georgia, solely in respect of the interpretation and enforcement of the provisions of this Assignment and in respect of the transactions contemplated hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Assignment may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a state or federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 13.3 of the Purchase Agreement, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignee has duly executed and delivered this Assignment as of the date first above written.

**CONCURRENT COMPUTER
CORPORATION**

By: 

Name: Derek Elder

Title: President and CEO

Address for Notices:

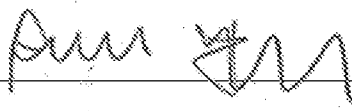
Concurrent Computer Corporation
4375 River Green Parkway, Suite 100
Duluth, Georgia 30096
Attn: Davina Furnish, General Counsel
Email: davina.furnish@ccur.com

with a copy (which copy shall not constitute notice) to:

King & Spalding LLP
1180 Peachtree Street, N.E.
Atlanta, Georgia 30309
Attn: Keith M. Townsend
Michael R. Miller
Email: ktownsend@kslaw.com
mmiller@kslaw.com

AGREED TO AND ACCEPTED:

REAL TIME, INC.

By: 

Name: Russell Fleischer

Title: President

Address for Notices:

Real Time, Inc.
c/o Battery Ventures
1 Marina Park Drive, Suite 1100
Boston, Massachusetts 02210
Attention: Russell Fleischer; Lizette
Perez-Deisboeck

with a copy (which copy shall not
constitute notice) to:

Cooley LLP
500 Boylston Street, 14th Floor
Boston, MA 02116
Attn: Alfred L. Browne III, Esq.
Matthew W. Ruderman
Email: abrowne@cooley.com
mruderman@cooley.com

Schedule I

1. U.S. Intellectual Property Registrations:

Trademark Name	Class(es)	Country	Serial Number	Filing Date	Registration Number	Registration Date	Next Renewal Date
Concurrent Logo Only (Old)	9, 16, 37, 41, 42	U.S.	74/301,886	August 4, 1992	2,065,321	May 27, 1997	May 27 2016 - 2017
Power Hawk	9	U.S.	74/722,694	August 30, 1995	2,292,971	Nov 16, 1999	November 16 2018 - 2019

2. Non-U.S. Intellectual Property Registrations:¹

Trademark Name	Registered Address	Class(es)	Country	Serial Number	Filing Date	Registration Number	Registration Date	Next Renewal Date
Concurrent Logo	New Jersey **	9	Ireland, Republic of	154124	December 15, 1992	154124	August 4, 1992	August 4, 2019
Concurrent Logo	New Jersey **	9	United Kingdom	1521472	December 18, 1992	1521472	August 4, 1992	August 4, 2019
Concurrent Logo	New Jersey **	9	Singapore	2425/93	December 18, 1992	T93/02425B	December 18, 1992	December 18, 2022
Concurrent Logo	New Jersey **	9	Switzerland	9241/1992.0	December 29, 1992	402978	December 29, 1992	December 29, 2022
Concurrent Logo	New Jersey **	9	Australia	593453	December 30, 1992	593453	December 30, 1992	December 30, 2022
Concurrent Logo	New Jersey **	42	Australia	593454	December 30, 1992	593454	December 30, 1992	December 30, 2022
Concurrent Logo	New Jersey **	9, 16, 37, 41, 42	Germany	C44497	December 23, 1992	2048822	December 23, 1992	December 31, 2022
Concurrent Logo	Georgia	9, 16, 37, 41, 42	France	93449768	January 7, 1993	93449768	January 7, 1993	January 7, 2023
Concurrent Logo	Georgia	9, 16, 37, 41, 42	Benelux	719418	January 12, 1993	526788	December 1, 1993	January 12, 2023
Concurrent Logo	Georgia	9	Spain	1,739,207	January 13, 1993	1,739,207	August 5, 1996	January 13, 2023

¹ An asterisk denotes that change of registered address to be requested at time of renewals.

Trademark Name	Registered Address	Class(es)	Country	Serial Number	Filing Date	Registration Number	Registration Date	Next Renewal Date
Concurrent Logo	Georgia	9	Italy	RM93C000211	January 26, 1993	659182	October 3, 1995	January 26, 2023
Concurrent Logo	Georgia	9	Greece	112507	January 28, 1993	112507	December 19, 1995	January 28, 2023
Concurrent Logo	Georgia	9	Israel	86235	February 1, 1993	86235	April 15, 1997	February 1, 2024
Concurrent Logo	Georgia	9	Thailand	242348	March 15, 1993	Kor36910	March 15, 1993	March 14, 2023
Concurrent Logo	Georgia	9	New Zealand	223737	December 17, 1992	223737	August 4, 1992	August 4, 2023
Concurrent Logo	Georgia	9	Hong Kong	93/00557	August 4, 1992	199501968	March 17, 1995	August 4, 2023
Concurrent Logo	Georgia	72	Taiwan	81064579	December 31, 1992	610945	August 31, 1993	August 31, 2023
Concurrent Logo	New Jersey	9	Canada	718646	December 11, 1992	431966	August 19, 1994	August 19, 2024
Concurrent Logo	Georgia	9	Finland	5870/92	December 14, 1992	131412	March 21, 1994	March 21, 2024
Concurrent Logo	Georgia	9	Korea (South)	937/93	December 1, 1992	287422	March 25, 1994	March 25, 2024
Concurrent Logo	New Jersey**	9	Portugal	288268	December 28, 1992	288268	September 15, 1994	September 15, 2024
Concurrent Logo	Georgia	9	China	93046631	June 12, 1993	718783	December 7, 1994	December 6, 2024

3. Domain names:

Domain Name	Expiration
concurrent-rt.com	February 8, 2020
redhawklinux.com	February 2, 2020
sim-workbench.com	February 8, 2020
simulationworkbench.com	February 8, 2020
simwb.com	June 14, 2021
simworkbench.com	February 8, 2020