

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463228

<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>
Avast Software s.r.o.		12/10/2017	Limited Liability Company: CZECH REPUBLIC
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FileHippo s.r.o.		
<b>Street Address:</b>	Pikrtova 1737/1a		
<b>City:</b>	Prague 4		
<b>State/Country:</b>	CZECH REPUBLIC		
<b>Entity Type:</b>	Limited Liability Company: CZECH REPUBLIC		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4033182	FILEHIPPO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8169838080		
<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>	816-983-8000		
<b>Email:</b>	pto-kc@huschblackwell.com		
<b>Correspondent Name:</b>	William B. Kircher		
<b>Address Line 1:</b>	4801 Main Street, Suite 1000		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64112		
<b>ATTORNEY DOCKET NUMBER:</b>	517284.10000		
<b>NAME OF SUBMITTER:</b>	William B. Kircher		
<b>SIGNATURE:</b>	/William B. Kircher/		
<b>DATE SIGNED:</b>	02/24/2018		
<b>Total Attachments: 5</b>			
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This Assignment is made the 10<sup>th</sup> day of December 2017 between:

- (1) **Avast Software s.r.o.** (ID No.02176475), whose registered office is at Prague 4, Pikrtova 1737/1a, Postal Code 140 00, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. C 216540 (the “Assignor”); and
- (2) **FileHippo s.r.o.** (ID No. 0571191), whose registered office is at Prague 4, Pikrtova 1737/1a, Postal Code 140 00, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. C 269408 (the “Assignee”),

(each, a “Party” and together, the “Parties”).

#### Whereas

- (A) The Assignor has agreed to sell, and the Assignee has agreed to buy, the goodwill and assets of the Assignor’s FileHippo business, with a view to carrying on that business as a going concern in succession to the Assignor pursuant to an Agreement on Sale of Part of a Business entered into on 1 December 2017 (the “**Business Transfer Agreement**”).
- (B) The goodwill and assets referred to in Recital A include certain intellectual property rights owned by the Assignor. The Assignor and the Assignee have each and together agreed to enter into this Assignment in order to procure recordal of the transfer of these intellectual property rights to the Assignee with respective authorities such as trademark offices and domain registrars.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. Interpretation

1.1 In this Assignment, unless the context otherwise requires:

**Business** means the business acquired by the Assignor from Well Known Media Limited on the basis of the Agreement for the sale and purchase of the FileHippo business of Well Known Media Limited dated July 18, 2017 as existing and/or carried on at the date of this Assignment relating to the operation of a third party software download website under the name “FileHippo” or any name including such words;

**Domain Names** means the domain names set out in part 1 of schedule 1;

**Intellectual Property Rights** means patents, rights in inventions, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software and any databases), moral rights, topography rights and rights in confidential information (in each case for the full period thereof and all extensions and renewals thereof), applications for registration of any of the foregoing and the right to apply for any of the foregoing, now or in the future, in each case in any part of the world and any similar rights situated in any country;

**Owned IP** means all Intellectual Property Rights which are owned by the Assignor in or in connection with the Business, including the Trade Marks and the Domain Names;

**Registered IP** means all of the Owned IP that is registered or subject to an application for registration (including the Trade Marks and the Domain Names);

**Trade Marks** means the trademarks set out in part 2 of schedule 1; and

**Unregistered IP** means all of the Owned IP, other than the Registered IP.

1.2 In this Assignment unless the context otherwise requires:

- (a) references to **clauses** and **schedules** are to clauses of, and schedules to, this Assignment respectively;
- (b) references to **this Assignment** include its recitals and schedules;
- (c) the words **other, includes, including, in particular** and words of similar effect shall not limit any general words which precede them and any words which follow them shall not be limited in scope to the same class as the preceding words; and
- (d) a reference to a statute or statutory provision includes:
  - (i) a reference to any subordinate legislation made under that statute or statutory provision;
  - (ii) any past statute or statutory provision which that statute or statutory provision has replaced (directly or indirectly and whether with or without modification); and
  - (iii) that statute or statutory provision as from time to time amended, modified, consolidated or re-enacted (whether before or after the date of this Assignment),

save to the extent that any amendment, modification, consolidation or re-enactment made after the date of this Assignment would increase or alter the liability of any party under this Assignment.

1.3 The headings and contents table in this Assignment are for convenience only and do not affect its interpretation.

## **2. Assignment**

2.1 In consideration of the Purchase Price set out in the Business Transfer Agreement, the Assignor hereby assigns to the Assignee:

- (a) all right, title and interest in and to the Registered IP and the registration and control of the Domain Names; and
- (b) such right, title and interest in and to the Unregistered IP as the Assignor may have,

in each case, together with:

- (i) all the goodwill represented by and associated with the use of the Trade Marks, the Domain Names or any other trade marks or domain names forming part of the Owned IP; and
- (ii) all statutory and common law rights and privileges attaching to any of the Intellectual Property Rights described in (a) or (b), including the right to sue for past infringement and recover damages and the right to file applications based on those Intellectual Property Rights and to claim priority from those applications.

### **3. Further Assurance**

- 3.1 At the Assignee's cost and expense, the Assignor agrees to promptly execute all such documents and to do all such things as the Assignee may reasonably request to give full effect to this Assignment and secure to the Assignee the full benefit of the rights assigned to the Assignee under this Assignment, including:
- (a) in the case of the Trade Marks, to enable the Assignee to record their assignment in the records of the relevant national registries; and
  - (b) in the case of the Domain Names, to complete all formalities that are necessary to perfect the transfer of all rights in and to, and the registration and control of, the Domain Names to the Assignee by registering them in the Assignee's name.

### **4. Entire Agreement**

- 4.1 This Assignment (together with the Business Transfer Agreement) sets out the entire agreement and understanding between the Parties in connection with the subject matter of this Assignment.
- 4.2 Without affecting clause 4.1, this Assignment (together with the Business Transfer Agreement) supersedes all prior negotiations, representations, undertakings and agreements (whether oral or written) on any matter which is the subject of this Assignment.

### **5. Alterations**

Any alteration to this Assignment must be in writing, refer specifically to this Assignment and be duly executed by each Party.

### **6. Counterparts**

- 6.1 This Assignment may be entered into in the form of two or more counterparts, each executed by one or more of the Parties but shall not be effective until both Parties have executed at least one counterpart.
- 6.2 Each counterpart shall be an original of this Assignment and all the counterparts taken together shall constitute one instrument.

### **7. Payment of costs**

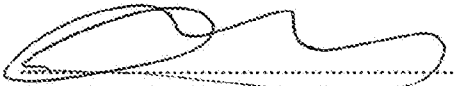
Except where this Assignment provides otherwise, each Party shall pay its own costs and expenses incurred in relation to the preparation, negotiation, entering into and completion of this Assignment.

### **8. Governing Law and Jurisdiction**

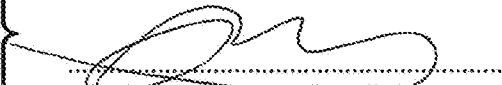
- 8.1 This Assignment shall be governed by and construed in accordance with English law.
- 8.2 All claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Assignment, its subject matter, negotiation or formation shall be determined in accordance with English law.
- 8.3 Each Party irrevocably submits to the exclusive jurisdiction of the English courts in relation to all matters (including non-contractual matters) arising out of or in connection with this Assignment.

**In Witness Whereof** each Party has executed this Assignment, or caused this Assignment to be executed by its duly authorised representative.

**Signed** for and on behalf  
of **Avast Software s.r.o.**

}   
Alan Rassaby, Executive Director

**Signed** for and on behalf  
of **FileHippo s.r.o.**

}   
Alan Rassaby, Executive Director

## Schedule 1

### Business Intellectual Property

#### Part 1 – Domain Names

filehippo.asia	filehippo.info
filehippo.com.tw	filehippo.me
filehippo.in	filehippo.me.uk
filehippo.jp	filehippo.mobi
filehippo.co.in	filehippo.ms
filehippo.hk	filehippo.name
filehippo.pl	filehippo.net
filehippo.co.nl	filehippo.nu
filehippo.com.pl	filehippo.online
filehippo.com.es	filehippo.org
filehippo.at	filehippo.org.uk
filehippo.hu	filehippo.tv
filehippo.cm	filehippo.tw
filehippo.li	filehippo.us
file-hippo.com	filehippo.ws
filehipo.com	filehippofreedownload.com
filehippo.be	filehipopotamus.com
filehippo.biz	filehippos.com
filehippo.bz	hippofile.com
filehippo.cc	hippofiles.com
filehippo.co.uk	imgmedia.com
filehippo.com	myfilehippo.com
filehippo.de	pcfilehippo.com
filehippo.directory	techbeat.com
filehippo.fm	www0filehippo0com.com
filehippo.gs	wwwfilehippo.com

#### Part 2 – Trademarks

Name	Registration Number	Registration Date	Region
FILEHIPPO	008893745	10 August 2010	European Union
FILEHIPPO	4,033,182	4 October 2011	United States of America
FILEHIPPO FileHippo filehippo	2514818	28 April 2009	United Kingdom