

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akana, Inc.		03/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Rogue Wave Software, Inc.		
Street Address:	5500 Flatiron Parkway, Suite 200		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5091844	AKANA	
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:	2027287052		
Email:	trademarks@cooley.com		
Correspondent Name:	Shannan E. Higgins		
Address Line 1:	1299 Pennsylvania Avenue NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
NAME OF SUBMITTER:	Leanne M. Andrepont		
SIGNATURE:	/Leanne M. Andrepont/		
DATE SIGNED:	05/23/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”) dated March 19, 2018 is made by AKANA, INC., a Delaware corporation (“Assignor”), to ROGUE WAVE SOFTWARE, INC., a Delaware corporation (“Assignee”).

Assignor is the owner of the trademark identified in Exhibit A (the “Mark”) and owns all right, title, and interest in, to, and under all registrations for the Mark, as well as all common law trademark rights and goodwill inherent in the Mark.

Assignee desires to own, and Assignor desires to assign to Assignee, Assignor’s entire right, title and interest in and to the Mark and all accompanying goodwill in the Mark.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby assigns to Assignee, as a successor-in-interest to Assignor’s business, Assignor’s entire right, title, and interest in and to the Mark and their respective registrations, together with any and all of the goodwill of the business symbolized by and associated with the Mark, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and all rights of actions, powers, and benefit to the Mark, due or accrued, and including the right to sue for and recover in the Assignee’s own name and that of its successors and assigns and other legal representatives all remedies of every nature, including without limitation rights to injunctive relief, damages, profits, royalties, costs, and attorney fees, arising out of any infringement of the Mark, or injury to the related goodwill, occurring prior to or after the date of this Assignment.

Assignor agrees that, at Assignee’s sole expense, Assignor will take all lawful action reasonably deemed necessary by Assignee for perfecting, recording, or maintaining the title of Assignee in and to the Mark.

*[Signature page
follows.]*

AKANA, INC

By: 

Name: Brian N. Pierce

Title: Director, President and CEO

Date: March 19, 2018

ROGUE WAVE SOFTWARE, INC.

By: 

Name: Brian N. Pierce

Title: President & CEO

Date: March 19, 2018

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

Exhibit A

Mark

Trademark	Jurisdiction	Serial or Registration Number	Registration Status	Name Under Which Trademark Registered
AKANA	United States	5,091,844	Registered	Akana, Inc.