

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472350

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GBTM, LLC | | 05/01/2018 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Kaseya Limited | | |
| Street Address: | 26 W 17th Street, 9th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10011 | | |
| Entity Type: | Private Company Limited By Shares: IRELAND | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4981305 | PILIXO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127288111 | | |
| <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: | 2127288000 | | |
| Email: | ipdept@willkie.com | | |
| Correspondent Name: | Spencer Simon c/o Willkie Farr & Gallagher | | |
| Address Line 1: | 787 Seventh Avenue | | |
| Address Line 4: | New York, NEW YORK 10019 | | |
| ATTORNEY DOCKET NUMBER: | 121982.00040 SS | | |
| NAME OF SUBMITTER: | Spencer F. Simon | | |
| SIGNATURE: | /spencerfsimon/ | | |
| DATE SIGNED: | 05/02/2018 | | |
| Total Attachments: 5 | | | |
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| source=Trademark Assignment Agreement#page2.tif | | | |
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CH \$40.00 4981305

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of May 1, 2018 ("Effective Date") by and between GBTM, LLC, a limited liability company organized and existing under the laws of Florida ("Assignor"), and Kaseya Limited, a private company limited by shares incorporated and existing under the laws of Ireland ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated May 1, 2018 by and between Assignor, Assignee and the other Persons party thereto (the "Purchase Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed therein), Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest in and to the Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee the trademarks set forth on Schedule A hereto (the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, including a portion of that set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee Assignor's entire right, title and interest in and to (i) the Assigned Trademarks, including all common-law rights therein or related thereto and the goodwill of the business symbolized thereby, together with (ii) the right to apply for and obtain registrations and renewals for the foregoing, and (iii) the right to bring any action, claim or proceeding for the infringement, misappropriation, dilution or unauthorized use of any of the foregoing accruing or occurring at any time prior to, on or after the Effective Date and to retain all monies and proceeds therefrom ((i) through (iii) collectively, the "Assigned Rights").

2. Assignee shall hold the Assigned Rights for its and its successors' and assigns' enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. All representations, warranties and indemnities with respect to the Assigned Rights shall be applied solely as set forth in the Purchase Agreement, and none are contained in this Assignment.

3. At Assignee's written request, Assignor shall take all actions that are required to vest, effect, record and perfect ownership of the Assigned Rights with Assignee.

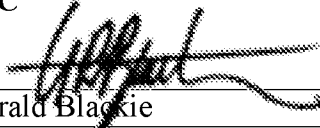
4. This Assignment shall be construed and interpreted in accordance with the laws of the State of New York.

5. This Assignment may be signed in counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

GBTM, LLC

By: 
Name: Gerald Blackie
Title: Managing Member

KASEYA LIMITED


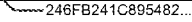
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

GBTM, LLC

By: _____
Name: _____
Title: _____

KASEYA LIMITED

By:  _____
Name:  Ernie D'Ambrose
Title: _____

Schedule A

Assigned Trademarks

| Trademark | Registration Number |
|-----------|---------------------|
| PILIXO | 4,981,305 |