

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484617

<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>
AXCIENT HOLDINGS, LLC		09/01/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	eFolder, Inc.		
<b>Street Address:</b>	707 17th St.		
<b>Internal Address:</b>	Suite 3900		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3882532	AXCIENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4043659532		
<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>	4042337000		
<b>Email:</b>	mmmipdocket@system.foundationip.com		
<b>Correspondent Name:</b>	Morris, Manning & Martin, LLP		
<b>Address Line 1:</b>	3343 Peachtree Road NE		
<b>Address Line 2:</b>	1600 Atlanta Financial Center		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>ATTORNEY DOCKET NUMBER:</b>	26754-117888		
<b>NAME OF SUBMITTER:</b>	R. Lee Strasburger, Jr.		
<b>SIGNATURE:</b>	/R. Lee Strasburger, Jr./		
<b>DATE SIGNED:</b>	08/03/2018		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Agreement") is entered into on this 1<sup>st</sup> day of September, 2017 (the "Effective Date"), and is made by Axcient Holdings, LLC, a Delaware limited liability company (the "Assignor"), in favor of eFolder, Inc. a Delaware corporation (the "Assignee").

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated July 26, 2017 by and between Assignor and Axcient (an ABC) LLC, a Delaware limited liability company, the Assignor acquired the Purchased Assets set forth therein, including, but not limited to, the trademarks on Schedule A attached hereto ("Trademarks"), the copyrights on Schedule A attached hereto ("Copyrights"), the patents and patent applications on Schedule A attached hereto ("Patents"), and the domain names on Schedule A attached hereto (the "Domain Names," and collectively with Trademarks, Copyrights and Patents, the "Intellectual Property Assets");

**WHEREAS**, now and at all times pertinent hereto, Assignor is and has been a wholly owned subsidiary of Assignee,

**WHEREAS**, Assignee and Assignor desire that all right, title and interest in and to the Intellectual Property Assets be held and owned by eFolder, Inc., the parent company of Assignor, and

**WHEREAS**, the Assignor and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), and all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office.

**NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to any intellectual property rights embodied by the Intellectual Property Assets and other Assignor's Proprietary Rights pursuant to the terms and subject to all of the Assignor's limitations as provided in the Asset Purchase Agreement, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business as symbolized by Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee all right, title, and interest in and to Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the

copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee the full, exclusive, and entire right, title, and interest in and to Patents, including but not limited to all patents and patent applications thereto, and including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said applications and improvements thereof, preparatory to obtaining Letters Patent of the United States therefor, including all damages and profits, due or accrued, arising out of past infringements of said patent rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances; and the Assignors hereby request the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said applications, or from a division, continuation, or reissue thereof, to the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(d) The Assignor hereby assigns, transfers and delivers unto the Assignee the full, exclusive and entire right, title, and interest in and to any foreign patents or applications corresponding to Patents, in whole or in part, including any provisional rights therein, in countries other than the United States in part, in and to any Letters Patent and similar protective rights granted on said foreign patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, including all damages and profits, due or accrued, arising out of past infringements of said patent rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances, and hereby request said foreign applications to be filed and issued in the name of the Assignee, or its designee insofar as permitted by applicable law.

(e) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. For a period of no more than three (3) months following the Effective Date, the Assignor hereby agrees to cooperate with the Assignee as reasonably necessary, in accordance with this Agreement, to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets. The Assignor agrees to do the following: (a) execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns may reasonably request to effect the terms of this Agreement; and (b) execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Agreement (including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder, and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office).

3. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery to Assignee or its counsel of choice of prosecution files, documents, and other tangible embodiments of or relating to the Intellectual Property Assets, if any, that are in the possession or control of the Assignor or Assignor's attorneys and agents.

4. Maintenance. The Assignor agrees that they have taken and shall instruct their attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee and its counsel of choice take full control over the prosecution and maintenance of the Intellectual Property Assets.

5. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(c) This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Agreement 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 Agreement 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.

(e) In case any term, provision, covenant or restriction contained in this Agreement 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.


(f) This Agreement shall not be assigned by the Assignor (by operation of law or otherwise) without the prior written consent of the Assignee.

[Signature page follows.]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:


**ASSIGNOR:**

**AXCIENT HOLDINGS, LLC**

By:   
Name: Kevin Hoffman  
Title: CTO

**ASSIGNEE:**

**eFOLDER, INC.**

By:   
Name: Kevin Hoffman  
Title: CTO

**SCHEDULE A**

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
AXCIENT	United States	3882532	Nov. 30, 2010

Unregistered Trademarks:

Uptiva

RapidRestore

SmartArchive

SmartDR

SmartCloudDR

ServerAlive

Cloud Continuity

SaaS:FLO

Beyond Backup

Business Recovery Cloud

Fusion

DirectRestore

Direct to Cloud

**Copyrights**

None.

**Patents and Patent Applications**

Patents:

<b>Serial No. (Patent No.)</b>	<b>Filed (Issued)</b>	<b>Title</b>
12/895,275 (8924360)	Sep 30, 2010 (Dec 30, 2014)	Systems and Methods for Restoring a File

<b>Serial No. (Patent No.)</b>	<b>Filed (Issued)</b>	<b>Title</b>
13/030,073 (9235474)	Feb 17, 2011 (Jan 12, 2016)	Systems and Methods for Maintaining a Virtual Failover Volume of a Target Computing System
13/437,738 (8589350)	Apr 02, 2012 (Nov 19, 2013)	Systems, Methods, and Media for Synthesizing Views of File System Backups
13/363,234 (8886611)	Jan 31, 2012 (Nov 11, 2014)	Systems and Methods for Restoring a File
13/570,161 (8954544)	Aug 08, 2012 (Feb 10, 2015)	Cloud-Based Virtual Machines and Offices
13/789,565 (9397907)	Mar 07, 2013 (Jul 19, 2016)	Protection Status Determinations for Computing Devices
13/789,578 (9292153)	Mar 07, 2013 (Mar 22, 2016)	Systems and Methods for Providing Efficient and Focused Visualization of Data
14/037,231 (9213607)	Sep 25, 2013 (Dec 15, 2015)	Systems, Methods, and Media for Synthesizing Views of File System Backups
14/534,017 (9104621)	Nov 05, 2014 (Aug 11, 2015)	Systems and Methods for Restoring a File
14/564,082 (9559903)	Dec 08, 2014 (Jan 31, 2017)	Cloud-Based Virtual Machines and Offices
13/889,164 (9705730)	May 07, 2013 (Jul 11, 2017)	Cloud Storage Using Merkle Trees

Patent Applications:

<b>Serial No.</b>	<b>Filed</b>	<b>Title</b>
14/864,850	Sep 24, 2015	Distributed and Deduplicating Data Storage System and Methods of Use
13/671,498	Nov 07, 2012	Efficient File Replication
13/633,695	Oct 02, 2012	File System Virtualization
14/522,527	Oct 23, 2014	Systems and Methods for Restoring a File
14/977,607	Dec 21, 2015	Cloud Storage Using Merkle Trees



Serial No.	Filed	Title
14/977,614	Dec 21, 2015	Computing Device Replication Using File System Change Detection Methods and Systems
14/929,335	Oct 31, 2015	Systems and Methods for Providing Efficient and Focused Visualization of Data
14/929,336	Oct 31, 2015	Systems and Methods for Maintaining a Virtual Failover Volume of a Target Computing System
14/977,581	Dec 21, 2015	Protection Status Determinations for Computing Devices
14/970,480	Dec 15, 2015	Efficient File Replication
14/971,832	Dec 16, 2015	Cloud-Based Virtual Machines and Offices
15/019,951	Feb 09, 2016	Protection Status Determinations for Computing Devices
15/360,836	Nov 23, 2016	Cloud-Based Virtual Machines and Offices
15/599,417	May 18, 2017	Cloud Storage Using Merkle Trees

**Trade Names**

Axcient, Inc.

**Domain Names**

Name	Type
axcient.com	Main
axcient.net	Parked
ihatebackup.com	Addon
directrestore.com	Unassigned
accessrecovery.com	Unassigned
biztalkrecovery.com	Unassigned
dbrecovery.com	Unassigned
dbfrecovery.com	Unassigned
exchangerecovery.com	Unassigned
filemakerrecovery.com	Unassigned
foxprorecovery.com	Unassigned
freeundelete.com	Unassigned

<b>Name</b>	<b>Type</b>
graphicsrecovery.com	Unassigned
interbaserecovery.com	Unassigned
lotusnotesrecovery.com	Unassigned
mediaheal.com	Unassigned
messagerecovery.com	Unassigned
msbackuprecovery.com	Unassigned
mssqlrecovery.com	Unassigned
officerecovery.com	Unassigned
onenoterecovery.com	Unassigned
outlookexpressrecovery.com	Unassigned
outlookrecovery.com	Unassigned
paradoxrecovery.com	Unassigned
photoshoprecovery.com	Unassigned
pixrecovery.com	Unassigned
powerpointrecovery.com	Unassigned
projectserverrecovery.com	Unassigned
publisherrecovery.com	Unassigned
recoveronix.com	Unassigned
repairvhd.com	Unassigned
repairvmdk.com	Unassigned
riterecovery.com	Unassigned
sybaserecovery.com	Unassigned
wordrecovery.com	Unassigned
worksdbrecovery.com	Unassigned
worksexcelrecovery.com	Unassigned
worksrecovery.com	Unassigned
workwordrecovery.com	Unassigned
axuptiva.net	Unassigned