

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webtrends Inc.		07/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Accelerate Group Limited		
Street Address:	Ashcombe House, 5 The Crescent		
City:	Leatherhead, Surrey		
State/Country:	NEW YORK		
Postal Code:	KT22 8DY		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3824950	WEBTRENDS OPTIMIZE	
Registration Number:	3834343	WEBTRENDS OPTIMIZE	
CORRESPONDENCE DATA			
Fax Number:	2124259337		
<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:	212-425-9300		
Email:	tziegler@bressler.com		
Correspondent Name:	Tobias F. Ziegler, Esq.		
Address Line 1:	Bressler Amery Ross PC, 17 State Street		
Address Line 2:	24th floor		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	18768.001		
DOMESTIC REPRESENTATIVE			
Name:	Tobias F. Ziegler, Esq.		
Address Line 1:	Bressler Amery Ross PC, 17 State Street		
Address Line 2:	24th floor		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Tobias F. Ziegler, Esq.		

OP \$65.00 3824950

SIGNATURE:	/Tobias F. Ziegler/
DATE SIGNED:	08/17/2018
Total Attachments: 11 source=Trademark Assignment (Completed) - Signed by Seller#page1.tif source=Trademark Assignment (Completed) - Signed by Seller#page2.tif source=Trademark Assignment (Completed) - Signed by Seller#page3.tif source=Trademark Assignment (Completed) - Signed by Seller#page4.tif source=Trademark Assignment (Completed) - Signed by Seller#page5.tif source=Trademark Assignment (Completed) - Signed by Buyer#page1.tif source=Trademark Assignment (Completed) - Signed by Buyer#page2.tif source=Trademark Assignment (Completed) - Signed by Buyer#page3.tif source=Trademark Assignment (Completed) - Signed by Buyer#page4.tif source=Trademark Assignment (Completed) - Signed by Buyer#page5.tif source=Trademark Assignment (Completed) - Signed by Buyer#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), July 31, 2018, is made by WEBTRENDS INC., a Delaware corporation, located at 555 SW Oak Street, Suite 3200, Portland, Oregon 97204 (the "Seller"), in favor of ACCELERATE GROUP LIMITED, a United Kingdom private limited company, located at Ashcombe House, 5 The Crescent, Leatherhead, Surrey, KT22 8DY, UK (the "Buyer"), the purchaser of certain assets from Seller pursuant to the certain Asset Purchase Agreement between Buyer, WT EMEA Acquisition Limited, and Seller, dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to sell and Buyer has agreed to buy, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing 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 and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as

may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

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

WEBTRENDS INC.

By: Michael J. Laber

Name: MICHAEL J. LABER

Title: CEO

Address for Notices:

Webtrends Inc.

555 SW Oak Street, Suite 3200

Portland, Oregon 97204

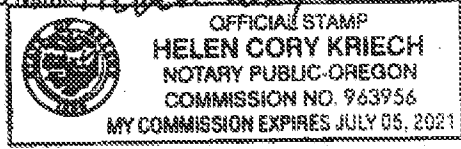
ACKNOWLEDGMENT

STATE OF Oregon)
)
)SS.
)
COUNTY OF Multnomah)

On the 31 day of July, 2018, before me personally appeared Michael Laber, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the CEO of WEBTRENDS INC., the Delaware corporation described, and acknowledged the instrument to be the free act and deed of WEBTRENDS INC. for the uses and purposes mentioned in the instrument.

Helen Cory Kriech
Notary Public
Printed Name: Helen Cory Kriech

My Commission Expires: 7/15/21



AGREED TO AND ACCEPTED:

ACCELERATE GROUP LIMITED

By: _____
Name:
Title:
Address for Notices:

ACKNOWLEDGMENT

STATE OF _____)
)
)SS.
)
COUNTY OF _____)

On the _____ day of July, 2018, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the _____ of ACCELERATE GROUP LIMITED, the UK private limited company

described, and acknowledged the instrument to be the free act and deed of ACCELERATE GROUP LIMITED for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires:

SCHEDULE I

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
WEBTRENDS OPTIMIZE <i>(IC 9 software)</i>	US	3824950	2010/07/27
WEBTRENDS OPTIMIZE <i>(IC 42 services)</i>	US	3834343	2010/08/17

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WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to sell and Buyer has agreed to buy, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing 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 and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as

may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

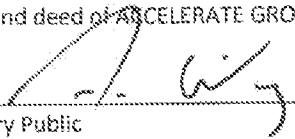
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

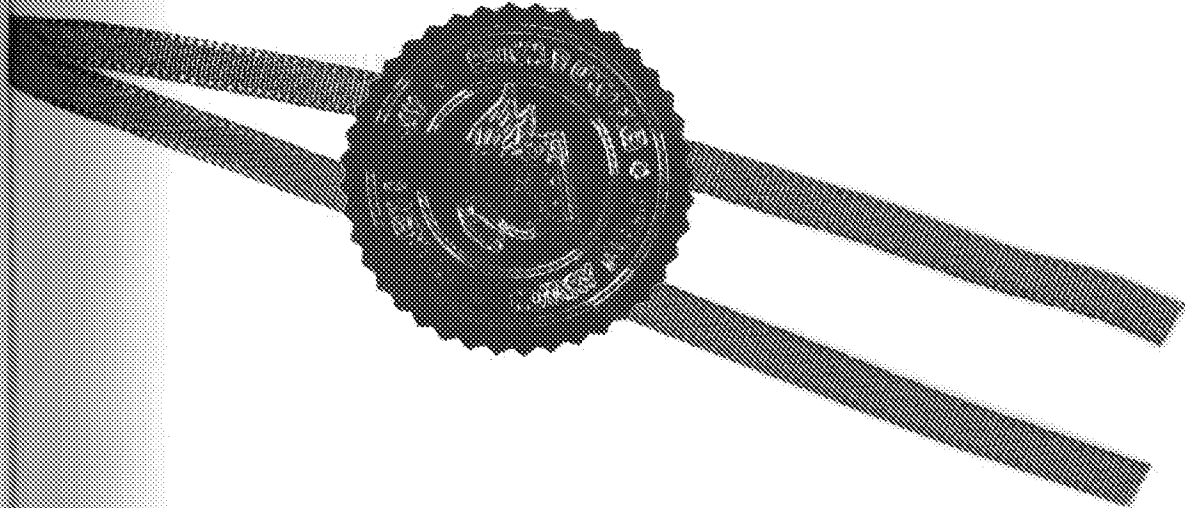
described, and acknowledged the instrument to be the free act and deed of ACCELERATE GROUP LIMITED for the uses and purposes mentioned in the instrument.


Notary Public

Printed Name: Andrew Lindsay

My Commission Expires: With Death

Andrew Lindsay - Notary Public
8-9 High Street, Uxbridge
Middlesex, UB8 1JN
ENGLAND
My commission expires on death



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United Kingdom of Great Britain and Northern Ireland Pays / País:	
This public document Le présent acte public / El presente documento público	
2. Has been signed by a été signé par ha sido firmado por	Andrew Lindsay
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public
4. Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en	London
6. the le / el día	06 August 2018
7. by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
8. Number sous no / bajo el numero	APO-1026788
9. Seal / stamp Sceau / timbre Sello / timbre	
10. Signature Signature Firma	L. Maryan Green 

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TRADEMARK

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SCHEDULE 1

Assigned Trademarks

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