

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avast Software s.r.o.		02/01/2019	Corporation: CZECH REPUBLIC
RECEIVING PARTY DATA			
Name:	Barracuda Networks, Inc.		
Street Address:	3175 Winchester Boulevard		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76477005	MANAGED WORKPLACE	
Serial Number:	77607060	MANAGED WORKPLACE	
CORRESPONDENCE DATA			
Fax Number:	6502500155		
<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:	(650)250-0155		
Email:	svdocketing@rimonlaw.com		
Correspondent Name:	RIMON LAW		
Address Line 1:	2479 E. Bayshore Road		
Address Line 2:	Suite 210		
Address Line 4:	Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	R2081-40089		
NAME OF SUBMITTER:	Justin W. Zahrt		
SIGNATURE:	/Justin W. Zahrt/		
DATE SIGNED:	03/01/2019		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “IP Assignment”), dated as of February 1, 2019, is entered into by and between Avast Software s.r.o., a company incorporated in Czech Republic whose registered office is at Enterprise Office Center, Piktova 1737/1a, 140 00 Praha 4, Czech Republic (ID No. 021 76 475), registered in the Commercial Register administered by the Municipal Court in Prague, Section C, File No. 216540 (“Seller”), on the one hand, and Barracuda Networks, Inc., a Delaware corporation (“Parent”), on the other hand.

BACKGROUND:

WHEREAS, Seller and Parent are parties to that certain Share and Asset Purchase Agreement, dated as of January 30, 2019 (the “Purchase Agreement”), pursuant to which, among other things, Seller agreed to sell, assign, transfer, convey and deliver to Parent, and Parent agreed to purchase from Seller, all of Seller’s right, title and interest in and to the Purchased Assets owned by Seller as indicated in Section 2.02 of the Disclosure Schedules, and Parent agreed to assume, perform and discharge all of the Assumed Liabilities; and

WHEREAS, the Purchase Agreement contemplates that, as part of the transactions contemplated thereby, Seller and Parent will enter into this IP Assignment for the purposes set forth herein.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Parent hereby agree as follows:

AGREEMENT:

1. Defined Terms. Capitalized terms used but not defined herein will have the respective meanings assigned to such terms in the Purchase Agreement.

2. Assignment. Effective as of the Closing, Seller hereby sells, assigns, transfers, conveys and delivers to Parent, free and clear of any Encumbrances (other than Permitted Encumbrances), all of Seller’s right, title and interest in, to and under the following Intellectual Property (the “Purchased Intellectual Property”):

(a) the trademarks, trademark registrations and trademark applications listed in Exhibit A and all issuances, extensions and renewals thereof (the “Assigned Marks”);

(b) the patents listed in Exhibit B and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed and claimed in any of the foregoing (the “Assigned Patents”);

(c) the internet domain names listed in Exhibit C (the “Assigned Domain Names”);

(d) all goodwill connected with the use of, and symbolized by, the Assigned Marks, the Assigned Patents, and the Assigned Domain Names;

(e) all rights to enforce, and bring actions for all past, present and future infringement or violation of any of the Assigned Marks or the Assigned Patents, seek damages, costs, profits, injunctive relief and other legal and equitable remedies on account thereof, and to settle, and collect and retain the proceeds therefrom;

(f) all rights to collect royalties and other payments under or on account of any of the Assigned Marks or the Assigned Patents;

(g) all rights to apply for, file, register, maintain, extend or renew same, and seek protection therefor, with full benefit of such priority as may now or hereafter be granted to such Seller by applicable Law; and

(h) all other rights with respect thereto.

3. Recordation and Additional Domain Name Transfer Actions. Each party authorizes the Commissioner for Trademarks and the Commissioner for Patents of the USPTO and any other relevant government officials including government officials of other intellectual property offices (including the Canadian Intellectual Property Office) to record and register this IP Assignment upon request by Parent. Seller will execute all documents, papers, forms and authorizations, and take such other actions as are reasonably necessary to effectuate the transfer of ownership and control of the Assigned Domain Names to Parent, and enable Parent to register the Assigned Domain Names in the name of Parent with the domain name registry of Parent's choosing ("Parent's Registrar") and agree in the future not to register or use any domain name confusingly similar to any of the Assigned Domain Names. The Assigned Domain Names will be deemed transferred when: (i) Parent's Registrar has confirmed the transfer in accordance with its procedures therefor; (ii) the applicable WHOIS database identifies Parent as the registrant of the Assigned Domain Names; and (iii) Parent has administrative and technical access to the Assigned Domain Names, and sole control over where the Assigned Domain Names point.

4. Further Assurances. At any time or from time to time hereafter, Seller will, at the reasonable request of Parent, take all additional action as may be necessary to put Parent in operating control of the Purchased Intellectual Property, and will execute, acknowledge and deliver such additional instruments of conveyance, power of attorney, sale, assignment or transfer, and take such additional actions as Parent may reasonably request in order to more effectively consummate the transactions contemplated by this IP Assignment.

5. Effect of Agreement. This IP Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This IP Assignment is made without representation or warranty, except as provided in the Purchase Agreement. Nothing contained in this IP Assignment will be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this IP Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

6. Counterparts. This IP Assignment may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed an original, but all of which will be considered one and the same agreement, and will

become effective when each party has received counterparts signed by each of the other parties, it being understood and agreed that delivery of a signed counterpart signature page to this IP Assignment by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will constitute valid and sufficient delivery thereof.

7. Governing Law. This IP Assignment will be governed by and construed in accordance with the Laws of the State of California that apply to agreements made and performed entirely within the State of California, without regard to the conflicts of law provisions thereof or of any other jurisdiction.

8. Amendment. This IP Assignment may not be amended or modified except by an instrument in writing signed by each of Seller and Parent.

9. Successors and Assigns. This IP Assignment and the various rights and obligations arising hereunder will inure to the benefit of and be binding upon each of Seller and Parent, and their respective successors and permitted assigns.

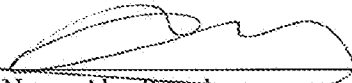
10. Assignment. Neither this IP Assignment nor any of the rights, interests or obligations hereunder may be assigned by any party hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other party hereto; provided, however, that without such prior written consent: (a) Parent may assign its rights and/or delegate its obligations under this IP Assignment (in whole but not in part) to any of its Affiliates; provided, however, that no such transfer or assignment will relieve Parent of its obligations hereunder; (b) any or all of the rights and interests and/or obligations of Parent under this IP Assignment: (i) may be assigned and/or delegated to any purchaser of a substantial portion of the assets of Parent or any of its Affiliates (whereupon Parent will cease to have any further liabilities or obligations hereunder provided that such purchaser has agreed in writing to assume the liabilities and obligations of Parent hereunder); and (ii) may be assigned as a matter of law to the surviving entity in any merger, consolidation, share exchange or reorganization involving Parent or any of its Affiliates; and (c) Parent and its Affiliates will be permitted to collaterally assign, at any time and in their sole discretion, their respective rights hereunder to any lender or lenders providing financing to Parent or any of its Affiliates (including any agent for any such lender or lenders) or to any assignee or assignees of such lender, lenders or agent.

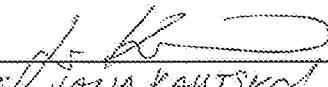
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first set forth above.

SELLER:

AVAST SOFTWARE S.R.O.

By: 
Name: Alan Rassaby
Title: Director

Witness: 
Name: JANA KAUTSKA
Title: LEGAL ASSISTANT

PARENT:

BARRACUDA NETWORKS, INC.

By: _____
Name:
Title:

Witness: _____
Name:
Title:

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first set forth above.

SELLER:

AVAST SOFTWARE S.R.O.

By: _____
Name: Alan Rassaby
Title: Director

Witness: _____
Name:
Title:

PARENT:

BARRACUDA NETWORKS, INC.

By: _____
Name: William BJ Jenkins
Title: CEO

Witness: _____
Name: Diane Honda
Title: SVP General Counsel
d/Secretary

EXHIBIT A

ASSIGNED MARKS

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Owner	Class
MANAGED WORKPLACE	Registered	Canada	1118411	15-Oct-2001	TMA582399	27-May-2003	Avast Software s.r.o.	Class 9: Computer software namely, software used to automate the management of information technology infrastructures. Class 35: Computer support services, namely, services to assist in the management of information technology infrastructures.
MANAGED WORKPLACE	Renewed	USA	76477005	17-Dec-2002	2786062	25-Nov-2003	Avast Software s.r.o.	Class: 09 Int. Computer software for automating the management of information technology infrastructure and manuals sold together therewith as a unit
MANAGED WORKPLACE	Registered	USA	77607060	4-Nov-2008	3720934	8-Dec-2009	Avast Software s.r.o.	Class: 35 Int. Outsourcing services in the field of information technology infrastructure management and support

EXHIBIT B

ASSIGNED PATENTS

Registered Patents

Invention Name	Status	Date Published	Publication No	Country	Filing Date	App No	Inventors	Owner
Method and System for Providing Instructions and Actions to a Remote Network Monitoring/Management Agent During Scheduled Communications	Granted	26-Jun-07	2,483,976	Canada	5-Oct-04	2483976	Petrilli Tony, Smith Greg	Avast Software s.r.o.
A method for providing remote management of computer systems	Granted	13-Apr-10	2,555,719	Canada	8-Aug-06	2555719	Logigan Mircea, Rochon Peter	Avast Software s.r.o.
Method for Providing Remote Management of Computer Systems	Granted	18-Oct-11	8,042,169	US	17-Oct-06	11/550,259	Logigan Mircea, Rochon Peter	Avast Software s.r.o.

Patent Applications

Patent Application No.	Date of Submission	Patent Office	Description
62/651,021	30 March 2018	US Patent and Trademark Office	Sandboxed Plugin Framework Relates to our Managed Workplace's Service Module functionality. Feature allows 3rd party vendors to develop "apps" that can be integrated into the product.

EXHIBIT C

ASSIGNED DOMAIN NAMES

Domain Names	Registered Owner
managedworkplace.com	Avast Software s.r.o.
managedworkplace.net	Avast Software s.r.o.
managedworkplacehelpdesk.com	Avast Software s.r.o.
managedworkplacenc.com	Avast Software s.r.o.
managedworkplaceservices.com	Avast Software s.r.o.
hostedimseismic.com	Avast Software s.r.o.
levelplatforms.com	Avast Software s.r.o.
levelplatforms.net	Avast Software s.r.o.
levelplatforms.info	Avast Software s.r.o.
msservicedesk.com	Avast Software s.r.o.
myreportcreator.com	Avast Software s.r.o.
mwcloudplatform.com	Avast Software s.r.o.
levelplatforms.co.nz	Avast Software s.r.o.
levelplatforms.es	AVG Netherlands B.V.
levelplatforms.fr	AVG Netherlands B.V.
levelplatforms.it	AVG Netherlands B.V.