

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EntIT Software LLC		11/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Utimaco, Inc.		
Street Address:	900 E Hamilton Avenue, Suite 400		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1730712	ATALLA	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2209746.120		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
SIGNATURE:	/michael j. bevilacqua/		
DATE SIGNED:	03/27/2019		
Total Attachments: 11			
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Trademark Assignment

This Trademark Assignment (the "Assignment"), effective as of November 5, 2018 (the "Effective Date"), is hereby made by and between EntIT Software LLC, a Delaware limited liability company ("Assignor") and Utimaco, Inc., a California corporation ("Assignee") (each a "Party" and collectively the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, Assignor, Seattle Holdings, Inc. and Seattle SpinCo, Inc. and Assignee have entered into that certain Asset Purchase Agreement, dated as of May 18, 2018 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to cause Assignor and Buyer has agreed to cause Assignee to enter into this Assignment;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to cause Assignor to sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to the Acquired Registered Intellectual Property (as defined in the Purchase Agreement); and

WHEREAS, Assignor owns the trademarks, trademark registrations, and trademark applications identified in Exhibit A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to:

- i. the trademarks shown in Exhibit A, together with the goodwill of the business symbolized by said trademarks;
- ii. the trademark registrations and trademark applications shown in Exhibit A; and
- iii. all benefits, privileges, causes of action, common law rights, and remedies relating to the trademarks, trademark registrations, and trademark applications, including, without limitation, all of Assignor's rights to (a) apply for, prosecute, and maintain all applications or registrations, renewals, and/or extensions thereof, (b) bring actions and recover damages for past, present, and future infringement or other violation thereof, and (c) grant licenses or other interests therein.

2. Further Assurances. Assignor shall provide Assignee, its successors, assigns, or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register, or maintain the rights assigned herein, including (a) the preparation and prosecution by Assignee of any applications or registrations assigned herein, and (b) the prosecution or defense by Assignee of any interference, opposition, cancellation, infringement, or other proceedings that may arise in connection with any of the rights

assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.

3. Recordation. Assignee may record this Assignment with the United States Patent and Trademark Office (“USPTO”) and with comparable offices in other jurisdictions throughout the world. All costs associated with any such recordations shall be paid by Assignee. Assignor hereby authorizes and requests that the USPTO, and any official of any country or countries foreign to the United States whose duty is to record documents evidencing ownership of trademarks and applications/registrations therefor, to record Assignee as owner of the trademarks, trademark registrations, and trademark applications assigned to Assignee in this Assignment.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend, or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates under the Purchase Agreement.

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

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.


8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the federal courts located in the State of Delaware.

[Signature Page Follows]

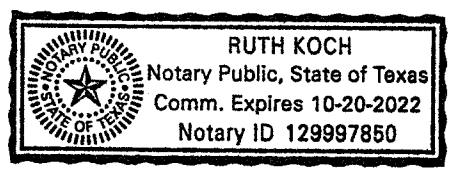
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

ENTIT SOFTWARE LLC

By: 
Name: AARON KUZOWIT
Title: MANAGER

Notarization: Ruth Koch 11/05/2018



Acknowledged and Accepted:

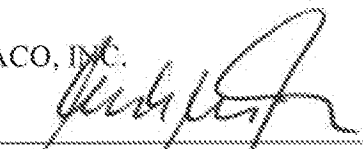
ASSIGNEE:

UTIMACO, INC.

By:

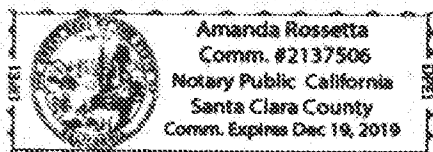
Name:

Title:


DR FRANK NELISSEN
CFO

Notarization:

Acknowledgment Attached.



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On November 5, 2018 before me, Amanda Rossetta, Notary Public
(insert name and title of the officer)

personally appeared Frank Nellissen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amanda Rossetta (Seal)

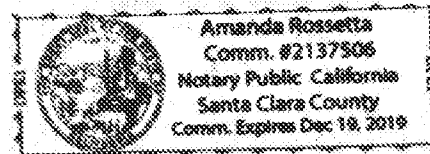


Exhibit A
Trademarks

TRADEMARKS:

Trademark Application ID	Application Number	Reference Number	Jurisdiction	Filed Date	Mark Name	Mark Type
82300027	MBGU93007953	UZ0024	Uzbekistan	1993-09-13	ATALLA	Word
82299859	74/087132	US1642	United States of America	1990-08-09	ATALLA	Word
82299708	1209517	GB0616	United Kingdom	1983-12-20	ATALLA	Word
82299631	94010052	UA0057	Ukraine	1994-01-03	ATALLA	Word
83863515	103015422	TW1843-1	Taiwan	2014-03-21	ATALLA	Word
82301730	06523/1983	CH0317	Switzerland	1983-11-14	ATALLA	Word
82301230	196861	SE0217	Sweden	1985-06-28	ATALLA	Word
82301065	83/8131	ZA0222	South Africa	1993-06-09	ATALLA	Word
83863446	TI404861G	SG1843-1	Singapore	2014-04-01	ATALLA	Word

Trademark Application ID	Application Number	Reference Number	Jurisdiction	Filed Date	Mark Name	Mark Type
82300931	93037700	RU0135	Russian Federation	1993-07-30	ATALLA	Word
83863511	201403359	NO1843-1	Norway	2014-03-21	ATALLA	Word
83863513	994650	NZ1843-1	New Zealand	2014-03-21	ATALLA	Word
83862194	1469338	MX1843-1	Mexico	2014-03-24	ATALLA	Word
83862196	1468830	MX1843-2	Mexico	2014-03-21	ATALLA	Word
83863442	2014054292	MY1843-1	Malaysia	2014-03-24	ATALLA	Word
83863444	2014054294	MY1843-2	Malaysia	2014-03-24	ATALLA	Word
82300571	ZP9985	LT0060	Lithuania	1993-07-29	ATALLA	Word
82300547	M935921	LV0060	Latvia	1993-06-22	ATALLA	Word
83863440	45-2014-2210	KR1843-1	Korea, Republic of (KR)	2014-03-21	ATALLA	Word
82300483	1838	KZ0040	Kazakhstan	1993-08-23	ATALLA	Word

Trademark Application ID	Application Number	Reference Number	Jurisdiction	Filed Date	Mark Name	Mark Type
83862192	2014-021431	JP1843-1	Japan	2014-03-20	ATALLA	Word
83863509	263878	IL1843-1	Israel	2014-03-21	ATALLA	Word
83862190	2701461	IN1843-1	India	2014-03-19	ATALLA	Word
83863438	302936773	HK1843-1	Hong Kong	2014-03-25	ATALLA	Word
82301658	A37819	DE0394	Germany (Federal Republic of)	1983-11-10	ATALLA	Word
82301626	495203	GE0045	Georgia	1993-07-30	ATALLA	Word
82301551	1254271	FR0338	France	1983-12-15	ATALLA	Word
83862188	12711024	EM1843-1	European Union IPO	2014-03-20	ATALLA	Word
82301469	9303786	EE0047	Estonia	1993-04-15	ATALLA	Word
83863517	2014060866	CO1843-1	Colombia	2014-03-20	ATALLA	Word
83863434	14305992	CN1843-1	China	2014-04-03	ATALLA	Word

Trademark Application ID	Application Number	Reference Number	Jurisdiction	Filed Date	Mark Name	Mark Type
83863436	14305991	CN1843-2	China	2014-04-03	ATALLA	Word
82302989	512474	CA0412	Canada	1983-11-17	ATALLA	Word
83863505	840824114	BR1843-1	Brazil	2014-04-10	ATALLA	Word
83863507	840824122	BR1843-2	Brazil	2014-04-10	ATALLA	Word
82302922	662187	BX0319	Benlux	1983-12-08	ATALLA	Word
82302894	842	BY0048	Belarus	1993-08-20	ATALLA	Word
82294324	940235	AZ0010	Azerbaijan	1994-03-18	ATALLA	Word
82302786	AM3106/83	AT0182	Austria	1983-11-09	ATALLA	Word
83862186	1611955	AU1843-1	Australia	2014-03-18	ATALLA	Word
82302754	950898	AM0010	Armenia	1995-11-20	ATALLA	Word
83863430	3.316.779	AR1843-1	Argentina	2014-03-25	ATALLA	Word

Trademark Application ID	Application Number	Reference Number	Jurisdiction	Filed Date	Mark Name	Mark Type
83863432	3.316.780	ARI843-2	Argentina	2014-03-25	ATALLA	Word

TRADEMARK

REEL: 006602 FRAME: 0385

RECORDED: 03/27/2019