

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intellicorp, Inc.		05/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tricentis Americas, Inc.		
Street Address:	3424 Peachtree Road NE Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4939975	INTELLICORP	
Registration Number:	4700352	LIVEUNDO	
Registration Number:	3738877	LIVECOMPARE	
Registration Number:	2560521	LIVEINTERFACE	
Registration Number:	2162389	LIVEMODEL	
Registration Number:	2184396	POWERMODEL	
Registration Number:	1441060	KEE	
Registration Number:	1367419	INTELLICORP	
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:	Andrea de Vos c/o Willkie Farr		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	124484.00012 Adv		
NAME OF SUBMITTER:	Andrea de Vos		

CH \$215.00 4939975

SIGNATURE:	/Andrea de Vos/
DATE SIGNED:	05/15/2019
Total Attachments: 7 source=Intellicorp TM Assignment#page1.tif source=Intellicorp TM Assignment#page2.tif source=Intellicorp TM Assignment#page3.tif source=Intellicorp TM Assignment#page4.tif source=Intellicorp TM Assignment#page5.tif source=Intellicorp TM Assignment#page6.tif source=Intellicorp TM Assignment#page7.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of May 15, 2019, 2019 (the "Effective Date"), is made by and between IntelliCorp, Inc., a Delaware corporation with a principal place of business at Suite 260, North First Street 2460, San Jose, 95131 California, U.S.A ("Assignor"), and Tricentis Americas, Inc. a Delaware corporation with a principal place of business at 3424 Peachtree Road NE Suite 1000, Atlanta, GA 30326 ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of May 15, 2019, 2019 by and among Assignors, Assignee and the other persons party thereto (the "Asset Purchase Agreement"), Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks, any registrations thereof or applications therefor, as listed in Schedule A hereto, and all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to (a) the Trademarks, all issuances, extensions, and renewals thereof, (b) together with all causes of action, past, present and future related to the Trademarks, including all right to damages and profits, due or accrued, 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) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world. Assignor further consents to recordation of this Assignment by Assignee, including with the U.S. Patent and Trademark Office or other similar foreign office.

Section 1.2 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant trademark offices anywhere in the world.

Section 1.3 Power of Attorney. Assignor hereby irrevocably grants Assignee power of attorney to execute and deliver any of the documents referenced in Section 1.2 on Assignor's behalf in its name and to do all other lawfully permitted acts to transfer the assigned Trademarks to Assignee and further the transfer, issuance, prosecution, and maintenance of all intellectual

property rights therein, to the full extent permitted by law. The power of attorney is coupled with an interest and shall not be impacted by Assignor's subsequent incapacity.

Section 1.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE ASSET PURCHASE AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment and the Asset Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.6 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.7 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and 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 its respective authorized representative as of the date first set forth above.

INTELLICORP, INC.

By: _____

Name: _____

Title: _____

Date: _____

Place: _____

TRICENTIS AMERICAS, INC.

By: _____

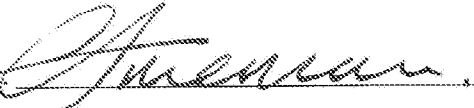
Name: _____

Title: _____

Date: _____

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

INTELLICORP, INC.

By: 
Name: CHRIS TRUGMAN
Title: CTO, EVP
Date: 11 - MAY - 2019
Place: BRISTOL, U.K.

TRICENTIS AMERICAS, INC.

By: _____
Name: _____
Title: _____
Date: _____

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

INTELLICORP, INC.

By: _____

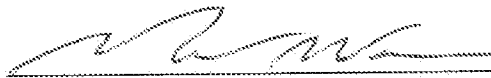
Name: _____

Title: _____

Date: _____

Place: _____

TRICENTIS AMERICAS, INC.

By:  _____

Name: MICHAEL A. VANDEVRA

Title: CEO

Date: _____

SCHEDULE A

	Mark	Owner	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
1	INTELLICORP	IntelliCorp Inc.	Australia	578350	14-MAY-1992	578350	14-MAY-1992
2	INTELLICORP	IntelliCorp Inc.	Australia	428111	12-JUN-1985	428111	12-JUN-1985
3	LIVEINTERFACE	IntelliCorp Inc.	Canada	1029299	16-SEP-1999	TMA567359	13-SEP-2002
4	INTELLICORP	IntelliCorp Inc.	Canada	544636	21-JUN-1985	TMA326510	16-APR-1987
5	LIVEINTERFACE	IntelliCorp Inc.	China	9900119646	10-Oct-1999	1570194	14-May-2001
6	LIVECOMPARE	IntelliCorp Inc.	EU	7481567	19-DEC-2008	7481567	29-JUL-2009
7	INTELLICORP	IntelliCorp Inc.	EU	4650198	23-SEP-2005	4650198	19-DEC-2006
8	LIVEINTERFACE	IntelliCorp Inc.	EU	1317593	16-SEP-1999	1317593	26-MAR-2002
9	LIVEMODEL	IntelliCorp Inc.	EU	99846	01-APR-1996	99846	17-AUG-1998
10	INTELLICORP	IntelliCorp Inc.	Israel	62834	26-FEB-1986	N/A	N/A
11	LIVEINTERFACE	IntelliCorp Inc.	Japan	H11-075836	25-AUG-1999	4441999	22-DEC-2000
12	LIVEMODEL	IntelliCorp Inc.	Japan	H07-134692	27-DEC-1995	4051074	29-AUG-1997
13	INTELLICORP	IntelliCorp Inc.	Japan	S59-077180	17-JUL-1984	1914319	27-NOV-1986
14	INTELLICORP	IntelliCorp Inc.	Norway	198502259	17-JUN-1985	125769	10-JUL-1986
15	LIVEINTERFACE	IntelliCorp Inc.	South Africa	99/20502	04-NOV-1999	N/A	N/A
16	LIVETRANSFER	IntelliCorp Inc.	Taiwan	088056197	10-NOV-1999	00924918	16-JAN-2001
17	LIVEINTERFACE	IntelliCorp Inc.	Taiwan	088056196	10-NOV-1999	00924917	16-JAN-2001
18	LIVECOMPASS	IntelliCorp Inc.	Taiwan	088056198	10-NOV-1999	00924919	16-JAN-2001
19	KEE	IntelliCorp Inc.	Taiwan	074026975	28-JUN-1985	00319852	01-APR-1986
20	INTELLICORP	IntelliCorp Inc.	Taiwan	074026978	28-JUN-1985	00318196	16-MAR-1986
21	KEE	IntelliCorp Inc.	Taiwan	074026976	28-JUN-1985	00318197	16-MAR-1986
22	INTELLICORP	IntelliCorp Inc.	Taiwan	074026977	28-JUN-1985	00319851	01-APR-1986
23	INTELLICORP	IntelliCorp Inc.	UK	1251593	04-OCT-1985	1251593	04-OCT-1985

24	INTELLICORP	IntelliCorp Inc.	UK	1244656	24-JUN-1985	1244656	24-NOV-1989
25	INTELLICORP	IntelliCorp Inc.	US	8669127 2	13-JUL-2015	4939975	19-APR-2016
26	LIVEUNDO	IntelliCorp Inc.	US	8587899 4	18-MAR-2013	4700352	10-MAR-2015
27	LIVECOMPARE	IntelliCorp Inc.	US	7763494 6	17-DEC-2008	3738877	19-JAN-2010
28	LIVEINTERFACE	IntelliCorp Inc.	US	7580379 0	17-SEP-1999	2560521	09-APR-2002
29	LIVEMODEL	IntelliCorp Inc.	US	7473132 9	20-SEP-1995	2162389	02-JUN-1998
30	POWERMODEL	IntelliCorp Inc.	US	7473133 0	20-SEP-1995	2184396	25-AUG-1998
31	KEE	IntelliCorp Inc.	US	7351658 2	07-JAN-1985	1441060	02-JUN-1987
32	INTELLICORP	IntelliCorp Inc.	US	7351658 6	07-JAN-1985	1367419	29-OCT-1985