# OP \$40.00 2962007

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM527597

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UNIFY GMBH & CO. KG		05/27/2019	Limited Partnership: GERMANY

### **RECEIVING PARTY DATA**

Name:	Unify Software and Solutions GmbH & Co. KG		
Street Address:	Mies-van-der-Rohe-Str. 6		
City:	München		
State/Country:	GERMANY		
Postal Code:	80807		
Entity Type:	Gmbh & Co. Kg: GERMANY		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	2962007	OPENSCAPE	

## **CORRESPONDENCE DATA**

**Fax Number:** 8446706009

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.

**Phone:** 954-991-5444

**Email:** mhtrademarks@dickinsonwright.com

Correspondent Name: Catherine F. Hoffman

Address Line 1: 350 East Las Olas Blvd, Suite 1750 Address Line 4: Ft. Lauderdale, FLORIDA 33301

NAME OF SUBMITTER:	Julie Dahlgard
SIGNATURE:	/julie dahlgard/
DATE SIGNED:	06/12/2019

**Total Attachments: 2** 

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TRADEMARK REEL: 006668 FRAME: 0832

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is entered into as of this day of this day of this 2018, by and between Unify GmbH & Co. KG (hereinafter referred to as "Assignor"), and Unify Software and Solutions GmbH & Co. KG, a German GmbH & Co. KG, with a place of business at Mies-van-der-Rohe-Str. 6 80807 München, Germany (hereinafter referred to as "Assignee").

WHEREAS, Assignee is a successor to that portion of Assignor's ongoing and existing business to which the marks pertain, and Assignor and Assignee have agreed to assign to Assignee certain assets of the Assignor which include, among others, the trademarks and trademark applications listed on the attached Schedule A pending before the U.S. Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks, and Assignor has agreed to assign to Assignee its entire worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

NOW THEREFORE, and incorporating all above paragraphs as part of this agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby. Assignor hereby sells, assigns, transfers and conveys to Assignee its entire worldwide right, title and interest in, to and under the Trademarks, and any associated applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including but not limited to, equilable and injunctive relief ensuing from infringement of the Trademarks.

Assignor further represents and warrants that it has not transferred, assigned, hypothecated or granted a security interest in the Trademarks to any third party.

Assignor further represents and warrants that it has the full right to sell, transfer, and assign the Trademarks to Assignee, and has good and marketable title thereto, free and clear of all liens. Following this Assignment, Assignee will be the lawful owner of, and have good title to, the Trademarks, free and clear of all liens.

Further, Assignor agrees to execute and provide promptly after the execution hereof, such further instruments, documents or assignments as may be reasonably necessary to effectuate the purposes of this transaction and to consolidate, vest and tecord in Assignee its rights in, to and under the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first above written.

ASSIGNOR

Unify GmbH & Co. KG

Unify Software and Solutions GmbH & Co. KG

By:

Name: Class of Solve S

# SCHEDULE A

Mark	Filing Date	Application Serial No.	Registration No.
UNIFY	January 24, 1991	74132911	1663326
UNIFY VISION	March 24, 1997	75278385	2289276
HIPATH	June 19, 2000	76072881	2875915
OPENSCAPE	May 23, 2003	78253574	2962007
UNIFY	October 19, 2011	79113547	4409005
OPENSTAGE	December 11, 2006	79035061	3395117
AMPLIFY TEAMS	February 14, 2013	85850162	4527898
THOUGHT TRAILS	February 14, 2013	85850156	4527897
VIBRANT	February 14, 2013	85850152	4527896
CONVERSATIONS			
CIRCUIT	October 28, 2014	86437663	
CIRCUIT	October 28, 2014	86437673	

**RECORDED: 06/12/2019** 

TRADEMARK REEL: 006668 FRAME: 0834