

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GFI Software IP S.à.r.l.		07/01/2019	Société à Responsabilité Limitée: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Aurea Software FZ-LLC		
Street Address:	706, Al Thuraya Tower-1		
Internal Address:	Media City		
City:	Dubai		
State/Country:	UNITED ARAB EMIRATES		
Entity Type:	free zone limited liability company: UNITED ARAB EMIRATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	88041513	GFI ONEGUARD	
Serial Number:	88041675	GFI ONECONNECT	
Serial Number:	88071767	GFI UNLIMITED	
Serial Number:	88071801	GFI FAXMAKER	
Serial Number:	88071822	GFI ARCHIVER	
Registration Number:	4079766	GFI EVENTSMANAGER	
Registration Number:	4073958	GFI MAILESENTIALS	
Registration Number:	4074292	GFI WEBMONITOR	
Registration Number:	2695818	GFI	
Registration Number:	2229723	FAXMAKER	
Registration Number:	4657006	GFI MAILSECURITY	
Registration Number:	4534074	GFI CLOUD	
Registration Number:	4245495	MAILINSIGHTS	
Serial Number:	86063560	GFI WIRELESSSENTRY	
Serial Number:	86063581	GFI FAXMAKER	
Serial Number:	86104704	GFI LANGUARD	
Registration Number:	4917292	TECHGENIX	
Serial Number:	86221483	GFI MAX BACKUP	

OP \$465.00 88041513

CORRESPONDENCE DATA**Fax Number:**

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: 954-790-6690
Email: trademarks@johnsonmartinlaw.com
Correspondent Name: JOHNSON & MARTIN, P.A.
Address Line 1: 500 WEST CYPRESS CREEK ROAD
Address Line 2: SUITE 430
Address Line 4: FORT LAUDERDALE, FLORIDA 33309

NAME OF SUBMITTER:	Joyce Dougherty
SIGNATURE:	/Joyce Dougherty/
DATE SIGNED:	10/22/2019

Total Attachments: 4

source=10280-0001 Assignment from GFI Software IP Sarl to Aurea Software FZ LLC(executed)#page1.tif
source=10280-0001 Assignment from GFI Software IP Sarl to Aurea Software FZ LLC(executed)#page2.tif
source=10280-0001 Assignment from GFI Software IP Sarl to Aurea Software FZ LLC(executed)#page3.tif
source=10280-0001 Assignment from GFI Software IP Sarl to Aurea Software FZ LLC(executed)#page4.tif

ASSIGNMENT OF TRADEMARK

WHEREAS, GFI Software IP S.à.r.l. (hereinafter referred to as “Assignor”), a Luxembourg Société à Responsabilité Limitée, having an address at 1 Rue Hildegard von Bingen, L-1282 Luxembourg, as of the Effective Date of this Assignment, desires to sell and assign the trademark(s) and/or service mark(s) and related trademark application(s) and/or registration(s) identified in Schedule “A” attached hereto (collectively, “the Assigned Property”); and

WHEREAS, Aurea Software FZ-LLC (hereinafter referred to as “Assignee”), a free zone limited liability company organized under the laws of United Arab Emirates and the regulations of the Dubai Development Authority (“DDA”), having an address at 706, Al Thuraya Tower-1, Media City, P.O. Box 502091, Dubai, UAE, registered at Dubai Internet City with the Registrar of the DDA under license number 91770, is desirous of acquiring the entire right, title, and interest in and to the Assigned Property.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, effective on July 1, 2019 (“Effective Date”), the parties hereto agree as follows:

1. Assignor hereby assigns, sells, conveys and transfers to Assignee, its successors and assigns, Assignor’s entire right, title, and interest in and to: (i) the Assigned Property set forth in Schedule “A”; (ii) any and all goodwill symbolized by and associated with the business conducted under the Assigned Property; (iii) all registrations which have or will issue for the Assigned Property including, without limitation, all registrations and applications (including intent-to-use applications) for the Assigned Property identified in Schedule “A” together with the portion of the business of Assignor to which the Assigned Property applies, which business is ongoing and existing; (iv) any and all common law rights in and to the Assigned Property; (v) all income, royalties, damages and payments in connection with and related to the Assigned Property which become due or payable following the Effective Date of this Assignment; and (vi) all rights to past, present and future claims of any kind (either in law or in equity) including, without limitation, the right to sue for all trademark-related causes of action (e.g., trademark infringement, dilution, cybersquatting, etc.) and to recover and retain any and all damages paid or received as a result of the litigation, settlement, and/or pursuit of such claims.
2. Assignor hereby agrees, at the request and expense of Assignee, to testify in any legal proceedings, execute all lawful papers, make all lawful oaths, and to perform such other acts as Assignee and Assignee’s successors and assigns may deem reasonably necessary to secure the ownership interest in and to the Assigned Property, both in the United States and worldwide, for Assignee and its successors and assigns and/or to evidence the rights hereby transferred.
3. Assignor hereby represents and warrants that it is the sole lawful owner of all rights in and to the Assigned Property; that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of the Assigned Property has been or will be made or entered into which would conflict with this Assignment; and that it has not executed, and will not execute, any other agreement(s) in conflict herewith.
4. Assignor represents and warrants that it has the full legal right and authority to execute and be bound by the terms of this Assignment, that the person signing on its behalf is legally authorized to do so, that no other party’s consent is required to execute this Assignment, and that to the best of its knowledge its execution of this Assignment will not violate any right of any other party.
5. The individual who has executed this Agreement on behalf of Assignor expressly represents and warrants that he or she is authorized to sign on behalf of Assignor for purposes of binding Assignor to effectuate this Assignment to Assignee according to the terms set forth herein.

6. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in Assignor's name to take any and all action and to execute thereafter any and all documents and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Assignor further grants Assignee and its duly authorized attorneys and agents the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, any state or foreign trademark office, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment.

7. This Assignment shall be binding upon Assignor, its officers, directors, shareholders, managers, members, employees, agents, affiliates, executors, heirs, successors, and assigns.

8. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and scanned signatures sent by e-mail shall be considered as original signatures. The recitals and Schedule "A" are hereby incorporated into and made a part of this Assignment.

IN WITNESS WHEREOF, Assignor has duly executed this Agreement, which is made effective as of the date set forth herein.

ASSIGNOR:
GFI SOFTWARE IP S.A.R.L.:




Date July 1, 2019

Name: Andrew S. Price

Title: Chief Financial Officer

ASSIGNEE:
AUREA SOFTWARE FZ-LLC



Date July 1, 2019

Name: Andrew S. Price

Title: Chief Financial Officer

SCHEDULE "A"

ASSIGNED PROPERTY

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
GFI WIRELESSSENTRY	US	86/063,560	09/13/2013		
GFI FAXMAKER	US	86/063,581	09/13/2013		
GFI LANGUARD	US	86/104,704	10/29/2013	4,647,869	12/02/2014
GFI WIRELESSSENTRY	Australia	1608143	02/26/2014	1608143	
GFI WIRELESSSENTRY	Canada	1666240	03/03/2014		
GFI FAXMAKER	Australia	1608145	02/26/2014	1608145	02/26/2014
GFI FAXMAKER	Canada	1666239	03/03/2014	TMA967,508	04/05/2017
GFI MAX BACKUP	US	86/221,483	03/14/2014		
GFI MAX BACKUP	Canada	1668854	03/19/2014		
TECHGENIX	US	86/498,865	01/08/2015	4,917,292	03/15/2016
GFI	EUIPO	10028421	06/08/2011	010028421	11/07/2011
GFI SOFTWARE	EUIPO	10049294	06/15/2011	010049294	11/07/2011
GFI ENDPOINTSECURITY	EUIPO	10049336	06/15/2011	010049336	11/07/2011
GFI EVENTSMANAGER	EUIPO	10049351	06/15/2011	010049351	11/07/2011
GFI LANGUARD	EUIPO	10049385	06/15/2011	010049385	11/20/2011
GFI MAILARCHIVER	EUIPO	10049393	06/15/2011	010049393	
GFI MAILESENTIALS	EUIPO	10049419	06/15/2011	010049419	11/07/2011
GFI NETWORK SERVER MONITOR	EUIPO	10049443	06/15/2011	010049443	
GFI WEBMONITOR	EUIPO	10049451	06/15/2011	10049451	11/20/2011
GFI MAX	EUIPO	10049484	06/15/2011	10049484	
GFI MAX MAIL PROTECTION	EUIPO	10049492	06/15/2011	010049492	
GFI MAX REMOTEMANAGEMENT	EUIPO	10049501	06/15/2011	10049501	
GFI MAX MAILARCHIVE	EUIPO	10049526	06/15/2011	010049526	
GFI BACKUP	EUIPO	10049534	06/15/2011	010049534	
GFI DEVICEWARDEN	EUIPO	10049567	06/15/2011	010049567	
GFI DEVICEWARDEN	EUIPO	10049591	06/15/2011	010049591	
FAXMAKER	EUIPO	10049658	06/15/2011	010049658	11/07/2011
LANGUARD	EUIPO	10049674	06/15/2011	010049674	05/11/2012
GFI SANDBOX	EUIPO	10049781	06/15/2011	010049781	
GFI THREATTRACK	EUIPO	10049807	06/15/2011	010049807	
GFI FAXMAKER	EUIPO	10050722	06/15/2011	10050722	11/07/2011
CLOUD MONITOR	EUIPO	10434876	11/22/2011	10434876	11/09/2012
MAILINSIGHTS	EUIPO	10434991	11/22/2011	010434991	08/10/2012
MAILESENTIALS	EUIPO	10917854	05/28/2012	010917854	10/24/2012
GFI WISE	EUIPO	12033106	08/01/2013		
GFI WIRELESS SENTRY	EUIPO	12036257	08/01/2013		
GFI PRIME	EUIPO	17699554	01/17/2018	017699554	02/21/2019
GFI ONEGUARD (see notes)	EUIPO	17699596	01/17/2018		
GFI ONECONNECT	EUIPO	17699612	01/17/2018		
GFI	Belgium	0979689	12/11/2000	674861	
FAXMAKER	Belgium	0791713	01/19/1993	0535212	
GFI MAILSECURITY	Belgium	715800	03/28/2002	0715800	
GFI	International	753670	01/10/2001	753670	01/10/2001
FAXMAKER	International	626495	09/21/1994	626495	09/21/1994
GFI ONEGUARD	EUIPO	17930564	07/13/2018		
GFI ONECONNECT	EUIPO	017930562	07/13/2018		
GFI UNLIMITED	EUIPO	017930561	07/13/2018		
GFI FAXMAKER	EUIPO	017930557	07/13/2018	017930557	04/25/2019
GFI ARCHIVER	EUIPO	017930565	07/13/2018	017930565	04/25/2019

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
GFI	Turkey	2018/78120	08/31/2018	2018 78120	03/04/2019
GFI SOFTWARE	Turkey	2018/78126	08/31/2018	2018 78126	03/11/2019
GFI ONEGUARD	US	88/041,513	07/17/2018		
GFI ONECONNECT	US	88/041,675	07/17/2018		
GFI UNLIMITED	US	88/071,767	08/09/2018		
GFI FAXMAKER	US	88/071,801	08/09/2018		
GFI ARCHIVER	US	88/071,822	08/09/2018		
GFI EVENTSMANAGER	US	85/316,637	05/10/2011	4,079,766	01/03/2012
GFI MAILESENTIALS	US	85/316,645	05/10/2011	4,073,958	12/20/2011
GFI WEBMONITOR	US	85/347,492	06/16/2011	4,074,292	12/20/2011
GFI	US	78/107,699	02/08/2002	2,695,818	03/11/2003
FAXMAKER	US	75/337,030	08/07/1997	2,229,723	
GFI MAILSECURITY	US	85/926,372	05/08/2013	4,657,006	12/16/2014
GFI CLOUD	US	85/591,502	04/06/2012	4,534,074	05/20/2014
MAILINSIGHTS	US	85/591,461	04/06/2012	4,245,495	
GFS	France	3087245	03/07/2001	3087245	03/07/2001
GFI	Finland	T200701923	06/14/2007	241199	01/15/2008
GFI	Australia	1529016	11/30/2012	1529016	11/30/2012
GFI	Russian Federation	2012741834	12/3/2012	512576	5/7/2014
GFI	Switzerland	64333/2012	11/30/2012	659337	05/30/2014
FAXMAKER	Australia	1529018	11/30/2012	1529018	12/18/2013
FAXMAKER	Russian Federation	2012741838	12/03/2012	508075	03/06/2014
FAXMAKER	Switzerland	64334/2012	11/30/2012	642632	04/22/2013
GFI MAILESENTIALS	Australia	1529022	11/30/2012	1529022	11/30/2012
GFI MAILESENTIALS	Russian Federation	2012741852	12/03/2012	524910	10/16/2014
GFI MAILESENTIALS	Switzerland	64336/2012	11/30/2012	642509	04/18/2013
GFI MAILARCHIVER	Australia	1529020	11/30/2012	1529020	
GFI MAILARCHIVER	Russian Federation	2012741854	12/03/2012	526113	
GFI MAILARCHIVER	Switzerland	64337/2012	11/30/2012	642510	
GFI LANGUARD	Australia	1529019	11/30/2012	1529019	11/30/2012
GFI LANGUARD	Russian Federation	2012741861	12/03/2012	507290	2/26/2014
GFI LANGUARD	Switzerland	64338/2012	11/30/2012	642511	04/18/2013
GFI CLOUD	Australia	1529021	11/30/2012	1529021	11/30/2012
GFI CLOUD	Russian Federation	2012741883	12/3/2012	507291	2/26/2014
GFI CLOUD	Switzerland	64339/2012	11/30/2012	646463	07/23/2013
GFI MAILSECURITY	Russian Federation	2012741892	12/03/2012	526114	11/05/2014
GFI MAX	Australia	1529024	11/30/2012	1529024	
GFI MAILSECURITY	Australia	1529023	11/30/2012	1529023	11/30/2012
GFI MAILSECURITY	Switzerland	64340/2012	11/30/2012	646464	07/23/2013
GFI	Canada	1,604,713	11/30/2012	TMA894,822	01/22/2015
FAXMAKER	Canada	1,604,715	11/30/2012	TMA876,760	04/30/2014
GFI MAILESENTIALS	Canada	1,604,717	11/30/2012	TMA876,762	04/30/2014
GFI MAILARCHIVER	Canada	1,604,724	11/30/2012	TMA876,763	
GFI LANGUARD	Canada	1,604,726	11/30/2012	TMA876,764	04/30/2014
GFI MAILSECURITY	Canada	1,604,730	11/30/2012	TMA912,330	08/25/2015
GFI ONEGUARD	Australia	1941382	07/17/2018		
GFI ONEGUARD	Canada	1909725	07/16/2018		
GFI ONECONNECT	Australia	1941383	07/17/2018		
GFI ONECONNECT	Canada	1909726	07/16/2018		
GFI UNLIMITED	Australia	1952444	08/31/2018		
GFI UNLIMITED	Canada	1918178	09/04/2018		
GFI ARCHIVER	Australia	1952443	08/31/2018		
GFI ARCHIVER	Canada	1918179	09/04/2018		
MAILESENTIALS COMPLETE	EUIPO	010049591	06/15/2011	010049591	11/20/2011
GFI MAX	Russian Federation	2012741959	12/3/2012	512577	5/7/2014
GFI MAX	Switzerland	64341/2012	11/30/2012	646465	7/23/2013