

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W-Systems Corp.		11/01/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	SugarCRM Inc.		
Street Address:	10050 N Wolfe Road,		
Internal Address:	SW2-130		
City:	Cupertino		
State/Country:	CALIFORNIA		
Postal Code:	95014		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5954451	W W-SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	46214-3		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	12/03/2020		
Total Attachments: 7			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark And Domain Name Assignment Agreement (this “**Agreement**”) is made as of this 1st day of November, 2020, by and among W-Systems Corp., a Nevada limited corporation (“**Transferor**”) and SugarCRM Inc., a Delaware corporation (“**Transferee**”). Transferee and Transferor are sometimes individually referred to herein as a “**Party**” and collectively as “**Parties**.”

WHEREAS, Transferor has adopted and used, or has a bona fide intention to use, and is the owner of certain trademarks, including applications and registrations therefor, and all the goodwill arising therefrom, as listed in Schedule A hereto (collectively, the “**Trademarks**”);

WHEREAS, Transferor is the owner and registrant of the domain names listed on Schedule B hereto (collectively, the “**Domain Names**”);

WHEREAS, Transferor, Transferee and certain other parties set forth therein are parties to an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, Transferor has agreed to transfer, sell, convey, assign and deliver to Transferee, among other assets, the Trademarks and the Domain Names, and has agreed to execute and deliver this Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Transferee wishes to acquire, and Transferor wishes to assign to Transferee all of Transferor’s right, title and interest in and to the Trademarks and the Domain Names.

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

1. Definitions. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

2. Assignment.

a. Transferor hereby irrevocably assigns and transfers to Transferee, and Transferee hereby accepts, all right, title and interest in and to the Trademarks, including but not limited to the right to enforce them against any infringement occurring before or after the Effective Time, together with any rights of priority and common law rights throughout the world, together with goodwill of the business associated with the Trademarks, the same to be held by Transferee, as fully and effectually as they would have been held by Transferor had this assignment not taken place.

b. Transferor hereby irrevocably assigns and transfers to Transferee, and Transferee hereby accepts, all right, title and interest in and to the Domain Names, including, but not limited to, all content on the website associated with the Domain Names, any copyrights or other intellectual property or proprietary rights based on or related to the Domain Names, and the right to pursue all causes of action arising out of or related to the rights in and to the Domain Names, whether arising before or after the Effective Date, the same to be held by Transferee, as fully and effectually as they would have been held by Transferor had this assignment not taken place.

3. No Assumption of Liabilities. Transferee does not assume, and shall not be obligated or liable for, any Liabilities of Transferor or its direct or indirect shareholders, Affiliates, predecessors,

assignors or transferors, in connection with the Trademarks and the Domain Names and the transactions contemplated hereby.

4. Registration. Transferee will be entitled to register this Agreement at the relevant intellectual property offices. Transferor shall give Transferee any powers and authorization necessary for this purpose and, at the request of Transferee or its designee, shall execute any further documents necessary to give full effect to this Agreement. The expenses of such registrations and additional documents will be borne by Transferee.

5. Further Action. Transferor and Transferee shall use their commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and the Purchase Agreement, and (b) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Agreement and the Purchase Agreement; provided, that, as between the parties, Transferee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Transferee's right, title and interest in and to the Trademarks and the Domain Names (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith. Without limiting the foregoing, at Closing, Transferor shall provide to Transferee all credentials necessary to transfer the Domain Names to Transferee, and Transferor shall execute or otherwise complete all applicable paperwork or electronic forms required by the applicable Internet domain name registrar for each Domain Name.

6. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement and does not (a) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, replace, change, rescind, waive, exceed, expand, enlarge, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of Transferee or Transferor; or (b) expand upon or limit the respective rights, benefits, responsibilities and obligations of Transferee or Transferor. In the event the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. This Agreement shall, in all respects, be construed so that none of the Assumed Obligations shall be expanded, increased, broadened or enlarged, solely as a result of the execution of this Agreement, as to rights or remedies that third parties would have had against Transferee or Transferor had this Agreement not been executed and delivered.

7. Due Authorization. Transferor hereby authorizes and requests the applicable Internet domain name registrar to issue any and all domain name registrations from any and all applications for registration included in the Domain Names to and in the name of Transferee.

8. Governing Law; Dispute Resolution. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to its choice of law rules. All disputes arising directly or indirectly out of this Agreement shall be fully resolved in accordance with Section 9.05 of the Purchase Agreement.

9. Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which will be deemed an original in respect of any Party whose signature appears thereon and all of which together shall constitute a single agreement, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one of such counterparts. This Agreement shall not become effective unless and until (a) the Purchase Agreement is executed and delivered by the Parties thereto, and (b) each Party has received a counterpart hereof signed by the other Parties hereto.

10. Notices. Any notice, request or other document to be given hereunder to any of the Parties shall be given in the manner prescribed in Section 9.01 of the Purchase Agreement.

11. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties waive any provision of applicable law that renders any such provision prohibited or unenforceable in any respect. Any court of competent jurisdiction is authorized to strike or modify the provisions herein to make this Agreement enforceable to the fullest extent as contemplated and executed by the Parties.

12. Captions. The titles, captions, and table of contents contained in this Agreement are inserted in this Agreement only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns under the Purchase Agreement.

14. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be duly executed by their respective authorized representatives on the day and year first above written.

TRANSFEROR:

W-Systems Corp.

By: 

Name: Mark Maring

Title: SVP of Finance & Treasurer

TRANSFeree:

SugarCRM Inc.

By: _____

Name: John Donaldson

Title: Chief Financial Officer

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be duly executed by their respective authorized representatives on the day and year first above written.

TRANSFEROR:

W-Systems Corp.

By: _____
Name: _____
Title: _____

TRANSFeree:

SugarCRM Inc.

By: DocuSigned by: John C. Donaldson
Name: John Donaldson
Title: Chief Financial Officer

**SCHEDULE A
TRADEMARKS**

Trademark	Jurisdiction	Serial No.	Registration No.	Registration Date
W-SYSTEMS (logo)	United States	88479990	5954451	1/7/2020

**SCHEDULE B
DOMAIN NAMES**

breakingawaycrm.com
goldboxsoftware.com
smartstartercrm.com
ticomixcrm.com
w-systems.com
wmobilecrm.com
wmobiledemo.com
wtransformation.us
wtransformation.org
wtransformation.net
wtransformation.info
wtransformation.com
wsysnet.com
wsysdev.com
wsyscorp.org
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wsyscorp.com
wcrmhosting.com
w-systems.us
upcurvecloudmail.com
uorchestrate.com
lterm.today
lt-crm.com
landtitlecrm.com
crmpsm.com
epicom.com
epicomcorp.com
epicommail.com
learningcrm.net
converseon.com
coremarkcrm.com
epicom.co
gsm-connect.com
nor1crm.com
rsbcm.com