

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643568

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CommuniGate Incorporated	FORMERLY Stalker Software, Inc. DBA CommuniGate Systems	03/30/2021	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	CommuniGate Software Development and Licensing SA
<b>Street Address:</b>	4 rue du Fort Wallis
<b>Internal Address:</b>	L-2714
<b>City:</b>	Grand-Duché de Luxembourg
<b>State/Country:</b>	LUXEMBOURG
<b>Entity Type:</b>	public limited liability company: LUXEMBOURG

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	88962345	ACTIVEAUTH
Serial Number:	90281278	COMMUNIGATE MAPI CONNECTOR
Serial Number:	90263162	COMMUNIGATE PRO
Serial Number:	90263169	COMMUNIGATE PRO
Serial Number:	90281295	COMMUNIGATE SYSTEMS
Serial Number:	90281304	COMMUNIGATE SYSTEMS
Registration Number:	5059091	PRONTO
Serial Number:	90263249	PRONTO!
Registration Number:	3843475	PRONTO!
Serial Number:	90257089	PRONTO!
Serial Number:	90243298	PRONTO! CLOUD
Serial Number:	90243293	PRONTO!
Serial Number:	90263237	PRONTO! REUNION
Serial Number:	90324239	PRONTO! RÉUNION
Registration Number:	2276055	COMMUNIGATE
Registration Number:	3270542	SIP FARM
Registration Number:	5440112	REGATTA.LINK

OP \$440.00 88962345

**CORRESPONDENCE DATA****Fax Number:** 9497609502*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:** (949) 760-0404**Email:** efilings@knobbe.com**Correspondent Name:** Jonathan A. Menkes**Address Line 1:** 2040 Main Street, 14th Floor**Address Line 4:** Irvine, CALIFORNIA 92614**DOMESTIC REPRESENTATIVE****Name:** Jonathan A. Menkes**Address Line 1:** 2040 Main Street**Address Line 2:** 14th Floor**Address Line 4:** Irvine, CALIFORNIA 92614**NAME OF SUBMITTER:** Jonathan A. Menkes**SIGNATURE:** /JAM/**DATE SIGNED:** 04/30/2021**Total Attachments: 8**

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**TRADEMARK & INTELLECTUAL PROPERTY ASSIGNMENT**

This Trademark & Intellectual Property Assignment (hereinafter referred to as "Assignment") is effective as of 30 March, 2021, by and between CommuniGate Incorporated (formerly Stalker Software, Inc. DBA CommuniGate Systems), a corporation of California having a business address of 6 Tara View Road, Tiburon, California 94920 (hereinafter "ASSIGNOR") and CommuniGate Software Development and Licensing SA, a company of Luxembourg with an address of 4 rue du Fort Wallis, L-2714 Luxembourg, Grand-Duché de Luxembourg and VAT ID LU31661643 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, or intends to use, and is, to the best of its knowledge and belief, the owner of various trademarks, including, but not limited to, those trademarks set forth in **Schedule A**, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks.

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark registrations and applications relating to the Trademarks set forth in **Schedule B**, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registrations and Applications") and owns various domain names, including, but not limited to, the domain names set forth on **Schedule C**, attached hereto and incorporated by this reference, and all registrations thereof (collectively, the "Domain Names");

WHEREAS, ASSIGNOR owns various copyrights, including, but not limited to, the copyright in the websites located at <https://communigate.com/> and all photographs and graphics therein, all promotional and marketing materials, as well as the software and computer programs set forth in **Schedule D**, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Copyrights");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks, Registrations and Applications, Domain Names, and Copyrights worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest world-wide which include or are comprised of the Trademarks;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Registrations and Applications, Domain Names, and Copyrights worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademarks; and

WHEREAS, ASSIGNEE is a successor to the portion of ASSIGNOR's business relating to the Trademarks.

NOW, THEREFORE, in consideration of the payment and delivery to Assignor of all monies and instruments to be paid and delivered to Assignor by Assignee pursuant to the terms of the Agreement, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. **Assignment.** ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

(1) all trademarks owned by Assignor, including, but not limited to, the Trademarks set forth in **Schedule A**;

(2) the Registrations and Applications set forth in **Schedule B**;

(3) all domain names owned by Assignor, including, but not limited to, the Domain Names set forth in **Schedule C**;

(4) all copyrights owned by Assignor, including, but not limited to, the Copyrights set forth in **Schedule D**; and

(7) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks;

together with the goodwill, which is ongoing and existing, symbolized by said Trademarks, Registrations and Applications, Domain Names, and Copyrights, and other registered or unregistered trademarks or service

marks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest concurrent with the transfer of certain tangible assets as indicia of said goodwill. The assignment includes the portion of ASSIGNOR's business to which such marks pertain. ASSIGNOR will provide ASSIGNEE with the account information and passwords to permit ASSIGNEE to control the Domain Names.


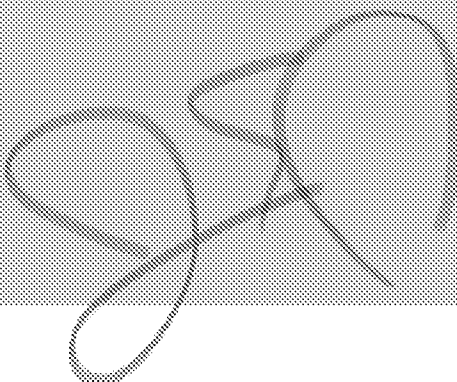
2. **Attorney in Fact.** ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, including but not limited to trademarks and causes of action or claims more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks, Registrations and Applications, Domain Names, and Copyrights that may have accrued in ASSIGNOR's favor from the respective first use or filing date to the effective date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. At any time, and from time to time hereafter, ASSIGNOR shall, upon ASSIGNEE's written request, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the assigned rights and causes of action more effectively in ASSIGNEE. ASSIGNOR understands and agrees that no additional payments, royalties, accounting, attribution, credit, or any other kind of material or monetary remuneration will ever be paid, or is expected or required from ASSIGNEE in relation to the rights assigned herein.

3. **Governing Law.** This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California.

4. **Counterparts.** This Assignment may be executed and delivered (including by facsimile or other similar electronic transmission) in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

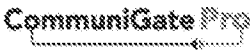
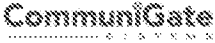


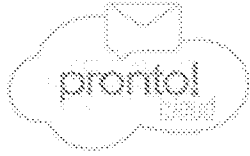


5. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are incorporated by reference herein and made a part of this Assignment.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the day and year first above written.

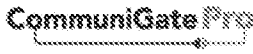
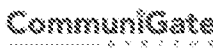



<b>ASSIGNOR</b>	<b>ASSIGNEE</b>
<b>CommuniGate Incorporated (formerly Stalker Software, Inc. DBA CommuniGate Systems)</b>	<b>CommuniGate Software Development and Licensing SA</b>
Name: Arash Tabrizi	Name: Jon Doyle
Title: CEO	Title: CEO
Date: 30-March-2021	Date: 30-March-2021
By: 	By: 

**SCHEDULES TO TRADEMARK ASSIGNMENT**


**SCHEDULE A – Trademarks**

Marks
ACTIVEAUTH
COMMUNIGATE MAPI CONNECTOR
COMMUNIGATE PRO

COMMUNIGATE SYSTEMS

PRONTO
PRONTO!


PRONTO! CLOUD

PRONTO! REUNION



**SCHEDULE B - Federal Trademark Applications and Registrations/  
International Filings**

Mark	Registration No./ Serial No.	Class(es)	Status
ACTIVEAUTH	88/962345	9	Pending
COMMUNIGATE MAPI CONNECTOR	90/281278	9	Pending
COMMUNIGATE PRO	90/263162	9, 38, 42	Pending
	90/263169	9, 38, 42	Pending
COMMUNIGATE SYSTEMS	90/281295	42	Pending
	90/281304	42	Pending
PRONTO	5059091	9, 38	Registered
PRONTO!	90/263249	9, 38, 42	Pending
	3843475	9, 38	Registered
	90/257089	9, 38, 42	Pending
PRONTO! CLOUD	90/243298	38, 42	Pending
	90/243293	38, 42	Pending



PRONTO! REUNION	90/263237	9, 38, 42	Pending
	90/324239	9, 38, 42	Pending
COMMUNIGATE	2276055	9	Registered
SIP FARM	3270542	9	Registered (Supplemental Register)

**SCHEDULE C – Domain Names**

communicate.com
communicate.eu

**SCHEDULE D – Copyrights**

Copyrights in the website located at <https://communicate.com/>, and all photographs and graphics therein; all promotional and marketing materials associated therewith; and all of the following software and computer programs.

Work	Application No /Registration No	Status
CommuniGate Pro, version 2.6.	TX0006960884	Registered
CommuniGate Pro, version 3.5.9.	TX0006952435	Registered
CommuniGate Pro, version 4.1.8.	TX0006952440	Registered
Communicate Pro, version 6.2.	TX0008898110	Registered
PRONTO!, version 3.0	N/A	Unfiled
ACTIVE AUTH, 3.0	N/A	Unfiled

CommuniGate MAPI 1.54	N/A	Unfiled
CommuniGate Pro Version 7.0.1	N/A	Unfiled
CommuniGate SPEC 8	N/A	Unfiled