

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROGUE WAVE SOFTWARE, INC.		06/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Akana, Inc.		
Street Address:	400 North First Avenue		
Internal Address:	Suite 400		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5091844	AKANA	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927000		
Email:	plarson@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/Patricia A. Larson/		
DATE SIGNED:	06/10/2021		
Total Attachments: 3			
source=TM Assignment in re Akana#page1.tif			
source=TM Assignment in re Akana#page2.tif			
source=TM Assignment in re Akana#page3.tif			

OP \$40.00 5091844

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of June 9, 2021, by Rogue Wave Software, Inc., a Delaware corporation, with an address at 1315 West Century Drive, Suite 150 Louisville, Colorado 80027 ("Assignor"), in favor of Akana, Inc., a Delaware corporation, with an address at 400 North First Avenue, Suite 400, Minneapolis, Minnesota 55401 ("Assignee").

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following:

(a) trademarks and trademark registrations set forth on Schedule 1 hereto, and all extensions and renewals thereof ("Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) 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;

(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) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee, and at Assignee's cost, to transfer ownership of the Trademarks.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.


4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

Assignor:

ROGUE WAVE SOFTWARE, INC.



By: _____

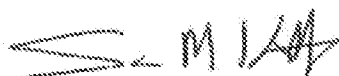
Name: Sara M. Kilian

Title: Vice President and General Counsel

AGREED TO AND ACCEPTED

Assignee:

AKANA, INC.



By: _____

Name: Sara M. Kilian

Title: Vice President and General Counsel

SCHEDULE 1

Registration No.	Trademark	Country
Registration No. 5091844	AKANA	U.S.