

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GatherSmart LLC		10/12/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TIBCO Software Inc.		
Street Address:	3303 Hillview Avenue		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6435520	GATHER SMART	
Serial Number:	88930217	GATHERSMART	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	smartinez@mcguirewoods.com		
Correspondent Name:	Stephanie Martinez		
Address Line 1:	800 E Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	10/26/2021		
Total Attachments: 4			
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source=Trademark Assignment from GatherSmart to TIBCO - signed (002)#page2.tif			
source=Trademark Assignment from GatherSmart to TIBCO - signed (002)#page3.tif			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), effective as of the date of the last signature below, is made by and between GatherSmart LLC, a California limited liability company ("Assignor") with an address of 14718 Sutton Street, Sherman Oaks, California 91403, and TIBCO Software Inc., a Delaware corporation ("Assignee") with an address of 3303 Hillview Avenue, Palo Alto, California 94304.

WHEREAS, pursuant to the parties' separate Settlement and Mutual Release Agreement dated July 16, 2021, Assignor has agreed to sell and Assignor is desirous of acquiring the Assigned Trademark Rights (as defined herein), together with the goodwill of the business connected with the use of, and symbolized by the Assigned Trademark Rights;

NOW THEREFORE, for good and valuable consideration, including as set out in the July 16, 2021 Settlement and Release Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, including as set out in the July 16, 2021 Settlement and Release Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in and to (i) the trademark and logo, graphics and variations of any of the foregoing, trademark applications and registrations, in each case, as identified and set forth on Schedule 1 attached hereto, and all common law rights associated with the foregoing, and (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, the "Assigned Trademark Rights"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/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, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Nothing herein is intended to or does assign or transfer any rights in Assignor's TOUT mobile application or the business associated with that application.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by Consent and this Trademark Assignment.

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

4. Governing Law. This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of California, without regard to conflicts of law doctrines.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

GATHERSMART LLC

By: Wendy J. Heimann

Name: WENDY HEIMANN

Title: MEMBER

Date: 10/07/21

ASSIGNEE:

TIBCO SOFTWARE INC.

By: William Hughes

Name: William Hughes


Title: EVP, Chief Administrative Officer & General Counsel

Date: Oct 12, 2021



Schedule I

Trademark Registrations

Mark	Registration / Application No.
 The logo consists of a dark circular background. Inside the circle, the words "gather" and "smart" are stacked vertically in a white, lowercase, sans-serif font. Below the text, there are two white, stylized, rounded shapes that resemble eyes or a simple face.	6435520
GATHERSMART	88930217