

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM743742

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aurea Software, Inc.		05/27/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GFI USA, Inc.		
<b>Street Address:</b>	2028 East Ben White Boulevard		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78741		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4754719	KERIO	
<b>Registration Number:</b>	2675192	KERIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6125526094		
<b>Email:</b>	Leigh.Rand@jonesspross.com		
<b>Correspondent Name:</b>	Leigh Rand		
<b>Address Line 1:</b>	1605 Lakecliff Hills Lane		
<b>Address Line 2:</b>	Suite 100		
<b>Address Line 4:</b>	Austin, TEXAS 78732		
<b>NAME OF SUBMITTER:</b>	Leigh Rand		
<b>SIGNATURE:</b>	/Leigh Rand/		
<b>DATE SIGNED:</b>	07/26/2022		
<b>Total Attachments: 4</b>			
source=3-3 Aurea Software-GFI USA TM Assignment (Kerio marks) 20220527 FINAL#page1.tif			
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## TRADEMARK ASSIGNMENT

**WHEREAS**, Aurea Software, Inc., a Delaware corporation (hereinafter referred to as “Assignor”), 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 Trademarks”); and

**WHEREAS**, GFI USA, Inc., a North Carolina corporation, having its address at 2028 E. Ben White Boulevard, Austin, Texas 78741 (hereinafter referred to as “Assignee”), is desirous of acquiring the entire right, title, and interest in and to the Assigned Property.

**NOW, THEREFORE**, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, effective on May 27, 2022 (“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.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor has duly executed this Agreement, which is made effective as of the Effective Date.

**ASSIGNOR:**

**AUREA SOFTWARE, INC.**

By: Andrew S. Price

Name: Andrew S. Price

Title: Chief Financial Officer

**ASSIGNEE:**

**GFI USA, INC.**

By: Andrew S. Price

Name: Andrew S. Price

Title: Chief Financial Officer

**SCHEDULE A**  
**Assigned Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Serial #</b>	<b>Reg. No.</b>	<b>Status</b>
KERIO	Argentina	3454856	2795127	Registered
KERIO	Benelux	1394712	1394712	Registered
KERIO	Brazil	825024552	825024552	Registered
KERIO	Canada	1641748-00	TMA891656	Registered
KERIO	Chile	1076089	1132550	Registered
KERIO	European Union	007327372	007327372	Registered
KERIO	Hong Kong	200401793	200401793	Registered
KERIO	India	1753069	1753069	Registered
KERIO	Japan	2008091338	0005313936	Registered
KERIO	Korea - South	4020020049592	4005848260000	Registered
KERIO	Malaysia	2013011281	2013011281	Registered
KERIO	Mexico	0629392	816574	Registered
KERIO	New Zealand	1174994	1174994	Registered
KERIO	South Africa	2013/21722	2013/21722	Registered
KERIO	Thailand	904843	397786	Registered
KERIO	United Kingdom	UK00907327372	UK00907327372	Registered
KERIO	United States	86/368,406	4,754,719	Registered
KERIO	United States	78/110,025	2,675,192	Registered
KERIO	WIPO	1174994	1174994	Registered
KERIO CLOUD	Benelux	1394714	1394714	Registered
KERIO Logo	European Union	002700458	002700458	Registered
KERIO Logo	United Kingdom	UK002700458	UK002700458	Registered

*Signature page to Trademark Assignment*