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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM754492

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Optimizely, Inc.		09/09/2022	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Episerver Inc.	
Street Address:	119 5th Avenue, 7th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10003	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	4451222	OPTIMIZELY	

# CORRESPONDENCE DATA

**Fax Number:** 9495676710

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:** 4157735700

**Email:** ipprosecutionsf@orrick.com

Correspondent Name: Betsy Wang Lee

Address Line 1:2050 Main Street, Suite 1100Address Line 2:Orrick, Herrington & Sutcliffe LLPAddress Line 4:Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	51544-6000
NAME OF SUBMITTER:	Betsy Wang Lee
SIGNATURE:	/Betsy Wang Lee/
DATE SIGNED:	09/09/2022

#### **Total Attachments: 4**

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#### GLOBAL TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of the date of last signature below, by and between Optimizely, Inc., a Delaware corporation with an address at 631 Howard Street, Suite 100, San Francisco, California, 94105 ("Assignor") and Episerver Inc., a Delaware corporation with an address at 119 5<sup>th</sup> Avenue, 7<sup>th</sup> Floor, New York, New York 10003 ("Assignee").

WHEREAS, the parties agree that Assignor will assign all of Assignor's rights, title and interest in and to all of the trademarks, service marks, and trade names, together with any common law rights in, as well as the goodwill associated with and symbolized by them, including, without limitation, those trademarks, service marks, and trade names listed in <a href="Exhibit A">Exhibit A</a> (referred to collectively as the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee each agree as follows:

1. <u>Assignment.</u> Assignor assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee accepts from Assignor, all of Assignor's rights, title and interest in, to, and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, along with that portion of the business which is ongoing and existing to which the trademarks pertain, together with the right to sue and recover damages for future, present, and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

## 2. Further Assurances.

- a. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.
- b. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or trademark and patent offices, for recordation of this document.
- c. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.
- 3. <u>Amendments and Modifications</u>. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by each party. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

4. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, and by each party in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. A signed copy of this Agreement 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 Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed by its duly authorized officer to be effective as of the date of last signature below.

Optimizely, Inc. (Assignor)		Episerver Inc. (Assignee)		
Christopher Beyliss By:OFF1364D249B467		By:Ocusigned by:		
	Christopher Bayliss	Name: Myles Johnson		
Title:	General Counsel & Director	Title: Chief Financial Officer & Director		
Date:	Sep-09-2022	Sep-09-2022 Date:		

# EXHIBIT A

# Trademarks

Jurisdiction	Mark	Class	Official No.
Argentina	OPTIMIZELY	42	2714118
Australia (IR)	OPTIMIZELY	42	IR 1184499 (National No. 1596291)
Brazil	OPTIMIZELY	42	906963745
Canada	OPTIMIZELY	42	TMA894959
China (IR)	OPTIMIZELY	42	IR 1184499
Colombia (IR)	OPTIMIZELY	42	IR 1184499
European Union (IR)	OPTIMIZELY	42	IR 1184499
India (IR)	OPTIMIZELY	42	IR 1184499 (National No. IRDI- 2689925)
Israel (IR)	OPTIMIZELY	42	IR 1184499
Japan (IR)	OPTIMIZELY	42	IR 1184499
Mexico (IR)	OPTIMIZELY	42	IR 1184499
New Zealand (IR)	OPTIMIZELY	42	IR 1184499
Norway (IR)	OPTIMIZELY	42	IR 1184499
Philippines (IR)	OPTIMIZELY	42	IR 1184499

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Jurisdiction	Mark	Class	Official No.
Russia (IR)	OPTIMIZELY	42	IR 1184499
Singapore (IR)	OPTIMIZELY	42	IR 1184499
South Korea (IR)	OPTIMIZELY	42	IR 1184499
Switzerland (IR)	OPTIMIZELY	42	IR 1184499
Taiwan	OPTIMIZELY	42	01677272
United Kingdom (cloned from IR 1184499)	OPTIMIZELY	42	UK00801184499
USA	OPTIMIZELY	42	4451222
WIPO (IR designating AU, CH, CN, CO, EM, IL, IN, JP, KR, MX, NO, NZ, PH, RU, SG)	OPTIMIZELY	42	IR 1184499

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