

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797328

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 Operations Inc.		03/24/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Optimizely North America 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:	5186667	OPTICON	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	415-773-5700		
Email:	ipprosecutionsf@orrick.com		
Correspondent Name:	Betsy Wang Lee		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	51544-6000		
NAME OF SUBMITTER:	Betsy Wang Lee		
SIGNATURE:	/Betsy Wang Lee/		
DATE SIGNED:	03/24/2023		
Total Attachments: 3			
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executed#page3.tif

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 Operations Inc., a Delaware corporation with an address at 631 Howard Street, Suite 100, San Francisco, California 94105 U.S.A. (“*Assignor*”) and Optimizely North America Inc., a Delaware corporation with an address at 119 5th Avenue, 7th Floor, New York, New York 10003, U.S.A. (“*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 Exhibit A (referred to collectively as the “*Assigned Trademarks*”), subject to that certain security interest in Reg. No. 5186667 granted to Golub Capital Markets LLC recorded at Reel/Frame 7346/0977 (the “*Security Interest*”).

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

1. Assignment. 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, subject to the Security Interest.

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, subject to the Security Interest, to convey as set forth herein, and covenants with Assignee that, other than the Security Interest, 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.

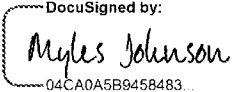
3. Amendments and Modifications. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by each party. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.


4. Counterparts. 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 Operations Inc. (Assignor)

Optimizely North America Inc. (Assignee)

By:  _____
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By:  _____
0FF1364D249B467...

Name: Myles Johnson

Name: Christopher Bayliss




Title: Vice President & Director

Title: General Counsel & Director

Date: Mar-24-2023

Date: Mar-24-2023

EXHIBIT A**Trademarks**

Mark	Jurisdiction	Class(es)	Official No.
EXPERIMENT EVERYWHERE & Design 	Switzerland	42	707939
EXPERIMENT EVERYWHERE.	European Union	42	015840556
EXPERIMENT EVERYWHERE.	United Kingdom	42	UK00003215283
EXPERIMENT EVERYWHERE.	United Kingdom	42	UK00915840556
OPTICON	U.S.A.	41	5186667
OPTICON & Design 	European Union	41	013430087
OPTICON & Design 	United Kingdom	41	UK00913430087

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CB