## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Softlink Ltd.		07/30/2009	CORPORATION: ISRAEL

### **RECEIVING PARTY DATA**

Name:	RepliWeb, Inc.
Street Address:	6441 Lyons Road
City:	Coconut Creek
State/Country:	FLORIDA
Postal Code:	33073
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2780051	FEST
Registration Number:	2093063	FASTLOGIC
Registration Number:	2919925	B-HUB
Registration Number:	2132729	FASTCOPY

#### **CORRESPONDENCE DATA**

900145333

Fax Number: (727)538-3820

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7275383800

Email: sturner@masonlaw.biz

Correspondent Name: Anne S. Mason

4592 Ulmerton Road, Ste. 101 Address Line 1: Address Line 4: Clearwater, FLORIDA 33762

4007.001 ATTORNEY DOCKET NUMBER:

NAME OF SUBMITTER: Anne S. Mason

> **TRADEMARK** REEL: 004078 FRAME: 0493

Signature:	/ASM-4007/	
Date:	10/15/2009	
Total Attachments: 3 source=4007C001.Softlink_TM Assisgnment_Executed#page1.tif source=4007C001.Softlink_TM Assisgnment_Executed#page2.tif source=4007C001.Softlink_TM Assisgnment_Executed#page3.tif		

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# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 30 day of July 2009, by and between RepliWeb, a Delaware Corporation ("Buyer") and Softlink Ltd., an Israeli company ("Seller"). Seller and the Buyer are collectively referred to herein as the "Parties."

#### RECITALS

- A. Buyer and Seller are parties to that certain Agreement for the Sale and Purchase of Assets dated July 30, 2009 (the "Purchase Agreement");
- B. Seller has used and registered the trademarks shown on the attached **Exhibit A** (the "**Trademarks**") and is the sole and exclusive owner of all right, title and interest in and to the Trademarks; and
- C. Seller and Buyer now desire to carry out the intent and purpose of the Purchase Agreement by Seller's execution and delivery to Buyer of this instrument evidencing the sale, transfer, assignment, conveyance and delivery to Buyer of the Trademarks, in accordance with the terms of the Purchase Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. Transfer. For good and valuable consideration paid by Buyer, as specified in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, effective upon execution of this Assignment, Seller does hereby irrevocably sell, transfer, assign, convey and deliver unto Buyer, the Seller's entire right, title and interest in and to the Trademarks, all registrations and applications pertaining thereto as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States, and together with all of the goodwill connected with the use of and symbolized by the Trademarks, in the United States and throughout the world, and any and all right to sue for past infringement of the Trademarks.
- 2. <u>Cooperation by Seller</u>. Upon Buyer's request, Seller and its officers, representatives and successors shall perform all acts reasonably necessary to ensure the full and complete enjoyment by Buyer of all right, title and interest in and to the Trademarks, including without limitation the execution, delivery, filing and recording, at Buyer's expense, of such further assignments, certificates, application, instruments and other documents as may be requested by Buyer.
- Authorization. The Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any non-U.S. trademarks or service marks or applications or registrations for such mark's foreign equivalent as the case may be, to record the Buyer as owner of the Trademarks and to issue any and all registrations, including renewals thereof, to the Buyer.
- 4. <u>Binding Effect</u>. This Assignment shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors.
- 5. <u>Governing Law.</u> This Assignment shall be construed and enforced in accordance with the laws of the State of Israel.
- 6. <u>Counterparts</u>. This Assignment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties have executed and caused to be written this Trademark Assignment on the date first above written.

RepliWeb, Inc.	Softlink Ltd.		
Ву:	By:		
Name: Yossi Moriel	Name: Elad Baron		
Title: CEO	Title: Director		

# Exhibit A

COUNTRY	MARK	FILING DATE	REGISTRATION NO./REGISTRATION DATE	STATUS
US	FEST	JANUARY 29, 2001	2,780,051 NOVEMBER 4, 2003	
US	FASTLOGIC	AUGUST 22, 1996	2,093,063 SEPTEMBER 2, 1997	RENEWAL DATE: SEPTEMBER 2, 2017
US	B-HUB	APRIL 10, 2003	2,919,925 JANUARY 18, 2005	
US	FASTCOPY	MARCH 10, 1997	2,132,729 JANUARY 27, 1998	RENEWAL DATE: JANUARY 27, 2018

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**RECORDED: 10/15/2009** 

**TRADEMARK** 

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