# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee name from New BIS Safe Luxco to New BIS Safe Luxco S.a.r.l. previously recorded on Reel 005057 Frame 0440. Assignor(s) hereby confirms the Assignment from Business Intelligence Solutions Safe B.V. to New BIS Safe Luxco S.a.r.l		

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Business Intelligence Solutions Safe B.V.		11/15/2012	Private Limited Liability Company: NETHERLANDS

#### **RECEIVING PARTY DATA**

Name:	New BIS Safe Luxco S.a.r.l.
Street Address:	13-15 Avenue De La Liberte
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-1931
Entity Type:	Private Limited Company: LUXEMBOURG

#### PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3753774	BIS2
Registration Number:	3866282	BIS2
Registration Number:	3783485	GAMEVIZ
Registration Number:	3983099	PIVOTAL
Registration Number:	3780270	QUARTAL
Registration Number:	3747957	SUPER GRAPHIC
Registration Number:	4243917	TEMPORAL
Registration Number:	3833470	TERAVISUAL
Registration Number:	3780234	VIZ
Registration Number:	3753776	VIZBYBIS2
Registration Number:	3805318	VIZBYBIS2
Registration Number:	3855459	VIZBYBIS2 SPATIAL

REEL: 005074 FRAME: 0446

TRADEMARK

900261149

# **CORRESPONDENCE DATA** 2129499190 Fax Number: Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail. (212) 949-9022 Phone: Email: JAbelman@lawabel.com Correspondent Name: Julianne Abelman Address Line 1: 666 Third Avenue Address Line 2: 10th Floor Address Line 4: New York, NEW YORK 10017 8004869 ATTORNEY DOCKET NUMBER: DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4: NAME OF SUBMITTER: Julianne Abelman /JA/ Signature: 07/19/2013 Date: Total Attachments: 9 source=Business Intl.-New BIS Assign Cvrsht#page1.tif source=BIS Deed of Assignment#page1.tif source=BIS Deed of Assignment#page2.tif source=BIS Deed of Assignment#page3.tif source=BIS Deed of Assignment#page4.tif source=BIS Deed of Assignment#page5.tif source=BIS Deed of Assignment#page6.tif source=BIS Deed of Assignment#page7.tif

source=BIS Deed of Assignment#page8.tif

# 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
Business Intelligence Solutions Safe		11/15/2012	Private Limited Liability
B.V.		11/13/2012	Company: NETHERLANDS

#### RECEIVING PARTY DATA

Name:	New BIS Safe Luxco	
Street Address:	13-15 Avenue De La Liberte	
City:	Luxembourg	
State/Country:	LUXEMBOURG	
Postal Code:	L-1931	
Entity Type:	Private Limited Company: LUXEMBOURG	

#### PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3753774	BIS2
Registration Number:	3866282	BIS2
Registration Number:	3783485	GAMEVIZ
Registration Number:	3983099	PIVOTAL
Registration Number:	3780270	QUARTAL
Registration Number:	3747957	SUPER GRAPHIC
Registration Number:	4243917	TEMPORAL
Registration Number:	3833470	TERAVISUAL
Registration Number:	3780234	VIZ
Registration Number:	3753776	VIZBYBIS2
Registration Number:	3805318	VIZBYBIS2
Registration Number:	3855459	VIZBYBIS2 SPATIAL

CORRESPONDENCE DATA

H \$315,00

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("<u>Assignment</u>") is entered into as of November 15, 2012, by Business Intelligence Solutions Safe B.V., a Dutch private limited liability company ("<u>Assignor</u>"), in favor of New BIS Safe Luxco, a Luxembourg private limited company (*société à responsabilité limitée*) ("<u>Assignee</u>") (collectively, the "<u>Parties</u>" and each a "<u>Party</u>").

WHEREAS, Assignor and Assignee are parties to the Transaction Agreement, dated November 1, 2012 (the "<u>Transaction Agreement</u>"), pursuant to which Assignor has agreed to assign to Assignee and Assignee has agreed to acquire certain assets of Assignor, including, without limitation, the trademark registrations and applications for registration therefor identified and set forth on <u>Schedule A</u> attached hereto (such trademark registrations and applications, the "<u>Marks</u>"); and

WHEREAS, pursuant to the Transaction Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Marks, including any copyright in the Marks, and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

- 1. <u>Assignment</u>. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, and Assignee hereby acquires from Assignor and accepts the sale, assignment, conveyance, transfer and delivery of, all of Assignor's right, title and interest in, to and under the Marks, together with (i) all of the goodwill associated thereto, (ii) any and all of the copyrights in the Marks, (iii) all rights to sue at law or in equity for infringements, misappropriations or other violation of any law with respect to any of the Marks whether for any past, present or future infringement, misappropriation or other violation of the Marks, and (iv) all rights as opponent in any opposition proceedings.
- 2. <u>Ownership</u>. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in, to and under the Marks.
- Further Assurances. Assignor shall, at Assignee's cost and expense, take all actions and execute and deliver such other documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in, to and under the Marks, including, without limitation, entering into individual trademark assignment agreements for the purposes of evidencing and recording Assignee's rights in the Marks and filing such assignment agreements at national and regional trademark registration offices.
- 4. <u>Recordation</u>. Assignor hereby expressly authorizes Assignee to record this Assignment at the United States Patent and Trademark Office, the Office for Harmonization of the Internal Market and at any similar office or agency anywhere in the world.

Doc#: US1:8122426v6

Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the Parties hereto. 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. In the event of a conflict between the provisions herein and the terms and conditions of the Transaction Agreement, the terms and conditions of the Transaction Agreement shall govern. This Assignment shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

- 2 -

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

# ASSIGNEE:

**NEW BIS SAFE LUXCO** 

Name;

Title:

# **ASSIGNOR:**

**BUSINESS INTELLIGENCE SOLUTIONS** 

SAFE B.V.

Name:

Title:

[Signature Page to Trademark Assignment]

# $\underline{Schedule\,A}$

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
BIS2 (Stylized)	US Federal	77-641724 December 30, 2008	3,753,774 March 2, 2010	9, 35	Business Intelligence Solutions Safe B.V.	Registered
BIS2 and Design	US Federal	77-543540 August 11, 2008	3,866,282 October 26, 2010	9, 35	Business Intelligence Solutions Safe B.V.	Registered
GAMEVIZ GAMEVIZ	US Federal	77-704481 April 1, 2009	3,783,485 May 4, 2010	9	Business Intelligence Solutions Safe B.V.	Registered
PIVOTAL PIVOTAL	US Federal	77-711749 April 10, 2009	3,983,099 June 28, 2011	9	Business Intelligence Solutions Safe B.V.	Registered
QUARTAL QUARTAL	US Federal	77-711773 April 10, 2009	3,780,270 April 27, 2010	9	Business Intelligence Solutions Safe B.V.	Registered
SUPER GRAPHIC SUPER GRAPHIC	US Federal	77-704371 April 1, 2009	3,747,957 February 9, 2010	9	Business Intelligence Solutions Safe B.V.	Registered
TEMPORAL TEMPORAL	US Federal	77-711716 April 10, 2009		9	Business Intelligence Solutions Safe B.V.	Pending
TERAVISUAL TERAVISUAL	US Federal	77-704402 April 1, 2009	3,833,470 August 17, 2010	9	Business Intelligence Solutions Safe B.V.	Registered

[Schedule A to Trademark Assignment]

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
VIZ VIZ	US Federal	77-704445 April 1, 2009	3,780,234 April 27, 2010	9	Business Intelligence Solutions Safe B.V.	Registered
VIZBYBIS2 (Stylized) ViZbybis²	US Federal	77-641746 December 30, 2008	3,753,776 March 2, 2010	9, 35	Business Intelligence Solutions Safe B.V.	Registered
VIZBYBIS2 and Design	US Federal	77-543555 August 11, 2008	3,805,318 June 22, 2010	9, 35	Business Intelligence Solutions Safe B.V.	Registered
VIZBYBIS2 SPATIAL (Stylized) vizbybis² spatial	US Federal	77-711675 April 10, 2009	3,855,459 October 5, 2010	9	Business Intelligence Solutions Safe B.V.	Registered
Arzokora, ahandi						
BIS2 BIS <sup>2</sup>	CTM	7529902 December 29, 2008		9, 35	Business Intelligence Solutions Safe B.V.	Registered
BÍS2	CTM	7195688 August 15, 2008		9, 35	Business Intelligence Solutions Safe B.V.	Registered
GAMEVIZ	CTM	8193393 April 1, 2009		9	Business Intelligence Solutions Safe B.V.	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
PIVOTAL	CTM	8215352 April 14, 2009		9	Business Intelligence Solutions Safe B.V.	Registered
QUARTAL	CTM	8215196 April 14, 2009		9	Business Intelligence Solutions Safe B.V.	Registered
SUPER GRAPHIC	CTM	8193121 April 1, 2009		9	Business Intelligence Solutions Safe B.V.	Registered
TEMPORAL	CTM	8215451 April 14, 2009		9	Business Intelligence Solutions Safe B.V.	Registered
TERAVISUAL	CTM	8236309 April 1, 2009		9	Business Intelligence Solutions Safe B.V.	Registered
VIZ	CTM	8236341 April 1, 2009		9	Business Intelligence Solutions Safe B.V.	Registered
VIZBYBIS2 vizbybis <sup>z</sup>	CTM	7529928 December 29, 2008		9, 35	Business Intelligence Solutions Safe B.V.	Registered
VIZBYBÍS2	СТМ	7195696 August 15, 2008		9, 35	Business Intelligence Solutions Safe B.V.	Registered
VIZBYBIS <sup>2</sup> SPATIAL	СТМ	8214868 April 14, 2009		9	Business Intelligence Solutions Safe B.V.	Registered
AIMVIZ ; aimViz	New Zealand	804488 April 1, 2009	804488 January 7, 2010	9	Business Intelligence Solutions Safe B.V.	Registered
AIRVIZ; AirViz	New Zealand	796909 October 1, 2008	796909 January 7, 2010	9	Business Intelligence Solutions Safe B.V.	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
bis2	New Zealand	792114 July 2, 2008	792114 July 9, 2009	9, 35	Business Intelligence Solutions Safe B.V.	Registered
BIS2 BIS <sup>2</sup>	New Zealand	792113 July 2, 2008	792113 July 9, 2009	9, 35	Business Intelligence Solutions Safe B.V.	Registered
COMPOSITIONAL	New Zealand	804487 April 1, 2009	804487 Jamuary 7, 2010	9	Business Intelligence Solutions Safe B.V.	Registered
COMVIZ; ComViz	New Zealand	796907 October 1, 2008	796907 April 2, 2009	9	Business Intelligence Solutions Safe B.V.	Registered
CRMVIZ; crmViz	New Zealand	804489 April 1, 2009	804489 October 1, 2009	9	Business Intelligence Solutions Safe B.V.	Registered
DISTRIVIZ ; DistriViz	New Zealand	796914 October 1, 2008	796914 April 2, 2009	9	Business Intelligence Solutions Safe B.V.	Registered
EDUVIZ ; EduViz	New Zealand	796908 October 1, 2008	796908 April 2, 2009	9	Business Intelligence Solutions Safe B.V.	Registered
FUNVIZ ; FunViz	New Zealand	796896 October 1, 2008	796896 April 2, 2009	9	Business Intelligence Solutions Safe B.V.	Registered
GAMEVIZ; GameViz	New Zealand	796899 October 1, 2008	796899 June 11, 2009	9	Business Intelligence Solutions Safe B.V.	Registered
GOVVIZ ; GovViz	New Zealand	796910 October 1, 2008	796910 April 2, 2009	9	Business Intelligence Solutions Safe B.V.	Registered
MAKEVIZ ; MakeViz	New Zealand	796913 October 1, 2008	796913 April 2, 2009	9	Business Intelligence Solutions Safe B.V.	Registered
MEDIVIZ ; MediViz	New Zealand	796900 October 1, 2008	796900 April 2, 2009	9	Business Intelligence Solutions Safe B.V.	Registered
MOVEVIZ; MoveViz	New Zealand	796894 October 1, 2008	796894 April 2, 2009	9	Business Intelligence Solutions Safe B.V.	Registered
PIVOTAL	New Zealand	797630 October 15, 2008	797630 June 11, 2009	9	Business Intelligence Solutions Safe B.V.	Registered
QUARTAL	New Zealand	797632 October 15, 2008	797632 April 16, 2009	9	Business Intelligence Solutions Safe B.V.	Registered

Mark	Country	Serial No./	Reg. No./	Int'l Classes	Owner	Status
		Filing Date	Reg. Date			
SPACEVIZ ; SpaceViz	New Zealand	796895	796895	9	Business Intelligence	Registered
		October 1, 2008	January 7, 2010		Solutions Safe B.V.	
SUPER GRAPHIC;	New Zealand	796890	796890	9	Business Intelligence	Registered
SUPERGRAPHIC		October 1, 2008	April 2, 2009		Solutions Safe B.V.	
TELLVIZ ; TellViz	New Zealand	796905	796905	9	Business Intelligence	Registered
		October 1, 2008	April 2, 2009		Solutions Safe B.V.	
TEMPORAL	New Zealand	797627	797627	9	Business Intelligence	Registered
		October 15, 2008	June 11, 2009		Solutions Safe B.V.	
TERAVISUAL	New Zealand	796892	796892	9	Business Intelligence	Registered
		October 1, 2008	April 2, 2009		Solutions Safe B.V.	
TRADEVIZ ; TradeViz	New Zealand	796898	796898	9	Business Intelligence	Registered
		October 1, 2008	April 2, 2009		Solutions Safe B.V.	
VIZ	New Zealand	796893	796893	9	Business Intelligence	Registered
		October 1, 2008	April 2, 2009		Solutions Safe B.V.	
vizbybis 2	New Zealand	792112	792112	9, 35	Business Intelligence	Registered
		July 2, 2008	June 11, 2009		Solutions Safe B.V.	
vizbybis2	New Zealand	792115	792115	9, 35	Business Intelligence	Registered
vizbybis²		July 2, 2008	June 11, 2009		Solutions Safe B.V.	
vizbybis2 spatial	New Zealand	797629	797629	9	Business Intelligence	Registered
vizbybis² spatial		October 15, 2008	October 8, 2009		Solutions Safe B.V.	
WATCHVIZ; WatchViz	New Zealand	796915	796915	9	Business Intelligence	Registered
		October 1, 2008	April 2, 2009		Solutions Safe B.V.	

**RECORDED: 07/19/2013**