

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313268

<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>
GFI Software IP S.à.r.l.		07/08/2014	LIMITED LIABILITY COMPANY: LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Team Viewer UK Limited		
<b>Street Address:</b>	74 Rivington Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2A 3AY		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4533738	ITBRAIN	
<b>Serial Number:</b>	85974382	TEAMVIEWER	
<b>Serial Number:</b>	86000222	DYNGATE	
<b>Serial Number:</b>	86063579	AIRBACKUP	
<b>Serial Number:</b>	86238365	M MONITOR.US	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128594000		
<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>	212-859-8000		
<b>Email:</b>	teas@ffhsj.com,jason.greenberg@friedfrank.com		
<b>Correspondent Name:</b>	Jason Greenberg		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 2:</b>	Fried Frank LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	95389-106 GREEBERG		
<b>NAME OF SUBMITTER:</b>	Jason Greenberg		
<b>SIGNATURE:</b>	/JG/		
<b>DATE SIGNED:</b>	08/07/2014		

CH \$140.00 4533738

**Total Attachments: 5**

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**BILL OF SALE**

This BILL OF SALE (the "Bill of Sale"), dated as of July 8, 2014, is made and delivered by GFI Software IP S.à r.l., a limited liability company organized under the laws of the Grand-Duchy of Luxembourg ("Seller"), to TeamViewer UK Limited., a private company limited by shares organized under the laws of England and Wales ("Purchaser"), pursuant to, and subject to the terms of, the Sale and Purchase Agreement, dated as of May 5, 2014 (the "Sale and Purchase Agreement"), by and among Seller, TV GFI Holding Company S.à r.l., a limited liability company organized under the laws of the Grand-Duchy of Luxembourg, GFI Software Pty. Ltd., a limited liability company organized under the laws of Australia, GFI Software Ltd., an international business company organized under the laws of the British Virgin Islands, TeamViewer Inc., a corporation organized under the laws of the State of Delaware, Monitis, Inc., a corporation organized under the laws of the State of Delaware, GFI Software Holding Company GmbH, a limited liability company organized under the laws of Germany, Blitz 14-58 GmbH (renamed Regit Eins GmbH), a limited liability company organized under the laws of Germany, and TigerLuxOne S.à r.l., a limited liability company organized under the laws of the Grand-Duchy of Luxembourg. The terms of the Sale and Purchase Agreement are incorporated herein by reference and capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Sale and Purchase Agreement.

NOW, THEREFORE, subject to and in accordance with the terms and conditions of the Sale and Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser each hereby agree as follows:

Seller hereby irrevocably and unconditionally sells, conveys, assigns, grants, transfers, and delivers to Purchaser and its successors and assigns, for its and their own use and benefit forever, and Purchaser hereby purchases, acquires, and accepts all of Seller's right, title, and interest in and to, all of the (i) Acquired IP Assets and (ii) those assets set forth in Annex A attached hereto (the "Additional Acquired IP Assets"), in each case, free and clear of any liens, charges or other encumbrances.

Purchaser hereby accepts, assumes, and agrees to pay, perform, and discharge all of the terms, obligations, covenants, stipulations, agreements, and liabilities of the (i) Assumed IP Asset Liabilities and (ii) all liabilities related to the Additional Acquired IP Assets or the operation of the Additional Acquired IP Assets, whether before or after the Closing Date, or the business of Purchaser or its Affiliates (the "Additional Assumed IP Asset Liabilities"), in each case, whether contingent or absolute, accrued or unaccrued, known or unknown, of any kind or nature, including any and all other terms, obligations, covenants, stipulations, agreements, and liabilities due or to become due under the provisions of any document or instrument from which any Assumed IP Asset Liabilities or Additional Assumed IP Asset Liabilities arise. Purchaser shall, upon the reasonable request of Seller, execute such additional papers and instruments and take such actions as shall be necessary to carry out the intent hereof.

All of the terms and provisions of this Bill of Sale shall be binding upon Seller and its successors and assigns, and such terms and provisions shall inure to the benefit of Purchaser and its successors and assigns.

It is acknowledged and agreed that (i) this Bill of Sale is intended (a) only to document the sale and assignment of the Acquired IP Assets and the assumption and assignment of the Assumed IP Asset Liabilities and (b) effect the sale and assignment of the Additional Acquired IP Assets and the assumption and assignment of the Additional Assumed IP Asset Liabilities, in each case to Purchaser, and (ii) the Sale and Purchase Agreement is the exclusive source of the agreement and understanding between Seller and Purchaser with respect to the Acquired IP Assets and the Assumed IP Asset Liabilities. Nothing in this Bill of Sale shall limit, expand, or otherwise affect any of the representations, warranties, or covenants contained in the Sale and Purchase Agreement. Other than with respect to the Additional Acquired IP Assets and the Additional Assumed IP Asset Liabilities, to the extent any term or provision herein is inconsistent with the Sale and Purchase Agreement, the terms and provisions of the Sale and Purchase Agreement shall control.

This Bill of Sale may be executed in facsimile and in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

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ANNEX A

Additional Acquired IP Assets

Trademark

<u>Mark</u>	<u>Registered Owner</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
ITBRAIN	GFI Software IP Sarl	USA	4,533,738	20-May-14

Trademark Applications



	<u>Mark</u>	<u>Owner</u>	<u>Country</u>	<u>Serial Number</u>	<u>Application Date</u>
1.	TeamViewer	GFI Software IP Sarl	USA	85-974382	1-Jul-13
2.	Dyngate	GFI Software IP Sarl	USA	86-000222	2-Jul-13
3.	AIRBACKUP	GFI Software IP Sarl	USA	86-063579	13-Sep-13
4.	M MONITOR.US	GFI Software IP Sarl	USA	86238365	1-Apr-14
5.	AIRBACKUP	GFI Software IP Sarl	Canada	1666243	03-Mar-14
6.	AIRBACKUP	GFI Software IP Sarl	Australia	1608144	26-Feb-14
7.	AIRBACKUP	GFI Software IP Sarl	Australia	1621951	9-May-14
8.	AIRBACKUP	GFI Software IP Sarl	Switzerland	52411/2014	04-Mar-14

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IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the date first set forth above.

SELLER:

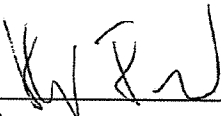
GFI SOFTWARE IP S.À R.L.

   
By: \_\_\_\_\_  
Name: ENZO BENATTI / PAUL GOODRIDGE  
Title: CLASS B MANAGER / CLASS A MANAGER

[Signature Page to Bill of Sale - GFI Software IP, S.à r.l.]

PURCHASER:

**TEAMVIEWER UK LIMITED**

By:   
Name:  
Title: Director

Signature Page to Bill of Sale - GFI Software IP S.à r.l.