

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Attunity, Inc.		01/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Attunity Ltd.		
Street Address:	16 Atir Yeda Street		
Internal Address:	Atir Yeda Industrial Park		
City:	Kfar Saba		
State/Country:	ISRAEL		
Postal Code:	4464321		
Entity Type:	Limited: ISRAEL		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3671531	BETTER DATA, SMALLER DATABASES	
Registration Number:	4258755	DATA ECHO	
Registration Number:	4290400	DATA RECAST	
Registration Number:	3186247	GOLD CLIENT	
Registration Number:	3072794	GOLD CLIENT	
Serial Number:	85793964		
CORRESPONDENCE DATA			
Fax Number:	6173382880		
<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:	617-338-2496		
Email:	trademark@sandw.com		
Correspondent Name:	Kate L. Salley		
Address Line 1:	One Post Office Square		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	95790.0003		
DOMESTIC REPRESENTATIVE			
Name:	Kate L. Salley		

CH \$165.00 3671531

TRADEMARK

Address Line 1:	One Post Office Square
Address Line 4:	Boston, MASSACHUSETTS 02109
NAME OF SUBMITTER:	Kate L. Salley
SIGNATURE:	/Kate L. Salley/
DATE SIGNED:	12/01/2014
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of January 1, 2014, is made by Attunity Inc. ("Assignor"), a Delaware corporation, in favor of Attunity Ltd. ("Assignee"), an Israel company.

WHEREAS, the Assignor and Assignee have entered into that certain Assignment Agreement, dated as of January 1, 2014; and

WHEREAS, under the terms of the Assignment Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the repayment of the Loan and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 1 hereto, the transfer of such applications accompanies shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement,

dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ATTUNITY INC.

By: 

Name: Dror Harel-Elkaym

Title: CFO

Address for Notices:

AGREED TO AND ACCEPTED:

ATTUNITY LTD.

By: 

Name: Shimon Alon

Title: Chief Executive Officer

Address for Notices:

16 Atir Yeda Street,

Atir Yeda Industrial Park,

Kfar Saba, 4464321

Israel

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Name	Class	Registration No	Registration Date	Country of Registration	Status/Next Renewal
BETTER DATA, SMALLER DATABASES	42 Int.	3,671,531	25-Aug-2009	United States of America	Registered; 25-Aug-2019
DATA ECHO	09 Int.	4,258,755	11-Dec-2012	United States of America	Registered; 11-Dec-2022
DATA RECAST	09 Int.	4,290,400	12-Feb-2013	United States of America	Registered; 12-Feb-2023
GOLD CLIENT	09 Int.	10571371	18-Jan-2012	European Community	Registered; 18-Jan-2022
GOLD CLIENT	09 Int.	3,186,247	19-Dec-2006	United States of America	Registered; 19-Dec-2016
GOLD CLIENT (Design)	09 Int.	3,072,794	28-Mar-2006	United States of America	Registered; 28-Mar-2016
MISCELLANEOUS DESIGN (double sail design)	09 Int., 42 Int.	Application No: 85/793,964	Application Filing Date: 04-Dec-2012 Publication Date: 05-Nov-2013	United States of America	Pending

SCHEDULE 2

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

Copyrights:

1. Gold Client ERP / HR / CRM / SRM / GTS
2. Client Construct
3. Data Echo
4. Data Transform
5. Subset Sync
6. Data Discard
7. System Build Plus
8. Automated ERP Test Data
9. Data Wave
10. Gold Client BW Versions [x]
11. Data Recast
12. Query Complete
13. InfoProvider Equalizer

Copyright Applications Pending:

1. Gold Client BW Software Version 1
2. Gold Client BW Software Version 2