

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GrapeCity, Inc.		01/01/2015	CORPORATION: JAPAN
RECEIVING PARTY DATA			
Name:	MadCap Software, Inc.		
Street Address:	7777 Fay Avenue		
City:	La Jolla		
State/Country:	CALIFORNIA		
Postal Code:	92037		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74196490	DOC-TO-HELP	
Registration Number:	1763633	DOC-TO-HELP	
CORRESPONDENCE DATA			
Fax Number:	4126814384		
<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:	412-681-4343		
Email:	martin.desanmartin@grapecity.com		
Correspondent Name:	GrapeCity, Inc.		
Address Line 1:	201 S. Highland Avenue		
Address Line 2:	3rd Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15206		
NAME OF SUBMITTER:	Martin de San Martin		
SIGNATURE:	/Martin de San Martin/		
DATE SIGNED:	01/12/2015		
Total Attachments: 3			
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source=Assignment of DTH Trademark to MadCap#page2.tif			
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OP \$65.00 74196490

TRADEMARK, COPYRIGHT AND INTERNET DOMAINS ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 1st, 2015 ("Effective Date") by and between by and between GrapeCity, Inc., a Japanese corporation ("GrapeCity"), and MadCap Software Inc., a Delaware corporation ("MadCap"), in connection with the Asset Purchase Agreement dated November 26th, 2014, by and between GrapeCity and MadCap (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.


WHEREAS, GrapeCity wishes to assign to MadCap, and MadCap wishes to acquire from GrapeCity, the Internet domains, U.S. Copyright and United States trademark registration and/or application set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"). Notwithstanding anything herein to the contrary, the Marks is and remain Collateral, as defined in that certain Asset Pledge Agreement between the parties in connection with the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GrapeCity hereby sells, assigns, transfers and sets over to MadCap its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for MadCap's own use and enjoyment, and for the use and enjoyment of MadCap's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by GrapeCity if this Assignment had not been made, together with all income, royalties or payments due or payable from the Effective Date and thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for MadCap's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

- (1) GrapeCity hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record MadCap as the assignee and owner of the Marks.
- (2) GrapeCity shall take all further actions, and provide to MadCap, MadCap's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by MadCap to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following:
 - (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein;

- (ii) (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment;
- (iii) (iii) obtaining any additional trademark protection relating to rights assigned herein that MadCap reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and
- (iv) (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF, GrapeCity and MadCap have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.



GRAPECITY, INC.,
By: John Ayers
General Manager



MADCAP SOFTWARE, INC.
By: Anthony Olivier
Chief Executive Officer

SCHEDULE A

U.S. TRADEMARK

- a) Doc-To-Help – Registered Trademark (Filed on 08/20/1991 – Serial No. 74196490 –
Registration # 1763633 – Registration Date 04/06/1993 – Class 9 – Date of Use in Commerce

DOC-TO-HELP U.S. COPYRIGHT

U.S. Copyright “Doc-To-Help”, Registration No.:TX 3 295 138. Registered on: 04/15/1992.
Assigned on 11/01/2001. Volume 349. Page 682

INTERNET DOMAIN NAMES

doctohelp.com <http://www.networksolutions.com>

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