

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358844

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|---|--|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Go To Voice, L.L.C. | | 10/11/2015 | LIMITED LIABILITY COMPANY: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | Citrix Systems, Inc. | | |
| Street Address: | 851 West Cypress Creek Road | | |
| City: | Fort Lauderdale | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33309 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4099539 | GO TO VOICE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6173453299 | | |
| <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: | 6173453000 | | |
| Email: | trademarks@burnslev.com | | |
| Correspondent Name: | Deborah J Peckman, Burns & Levinson LLP | | |
| Address Line 1: | 125 Summer Street | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 43082.3000 CTX-949US | | |
| NAME OF SUBMITTER: | Deborah J Peckham | | |
| SIGNATURE: | /Deborah J Peckham/ | | |
| DATE SIGNED: | 10/15/2015 | | |
| Total Attachments: 4 | | | |
| source=GoToVoice_Transfer_Agreement__Citrix_Signature_#page1.tif | | | |
| source=GoToVoice_Transfer_Agreement__Citrix_Signature_#page2.tif | | | |
| source=GoToVoice_Transfer_Agreement__Citrix_Signature_#page3.tif | | | |
| source=GoToVoice_Transfer_Agreement__Citrix_Signature_#page4.tif | | | |

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DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT

This Agreement ("Agreement"), effective upon the date of complete execution (the "Effective Date"), is made and entered into by and among Go To Voice, L.L.C., a limited liability company organized under the laws of the state of Georgia with a business address of 1230 Peachtree Street, Suite 1075, Atlanta, GA 30309 (the "Company"), and Mr. Mark Ruggles ("Ruggles"), individually and as founder of the Company and holder of its assets, with a mailing address of c/o Platform28, L.L.C., 1170 Peachtree ST NE Suite 550, Atlanta, Georgia 30309, on the one hand, and Citrix Systems, Inc., a Delaware corporation with a principal place of business and mailing address of 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309 ("Citrix"), on the other hand (all parties to this Agreement are referred to collectively as the "Parties," and Company and Ruggles may be referred to collectively as "Seller").

WHEREAS, Company adopted and used the trademark GO TO VOICE (the "Mark"), and is the record owner of U.S. Trademark Registration No. 4099539 (the "Registration") for said Mark; and

WHEREAS Ruggles is the record owner of the domain www.gotovoice.com (the "Domain"); and

WHEREAS, Seller desires to transfer to Citrix all right, title, and interest in and to the Mark, the Registration, and the Domain;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises, covenants, and agreements contained herein, the Parties agree as follows:

1. Company and Ruggles (to the extent Ruggles owns a beneficial interest) agree to, and hereby do transfer to Citrix all right, title, and interest in and to the Mark, the Registration and the Domain. As further evidence of these transfers, concurrently with the execution of this Agreement, the Parties shall execute the Assignment of Trademark attached as Exhibit A.
2. No later than five (5) business days after the Effective Date of this Agreement Seller shall transfer control and ownership of the Domain to Citrix, after which Citrix shall have the right to use the Domain in perpetuity without further obligation or notice to Seller. Seller shall provide all authorization codes, approve all transfer requests, and take all other actions reasonably necessary to effectuate the Domain transfer. Seller shall also provide to Citrix an accounting of the costs and fees it incurred in connection with the Domain transfer, including reasonable attorneys' fees, in a combined amount not to exceed one thousand U.S. dollars (\$1,000 U.S.) (the "Transfer Amount"). Transfer of the Domain will be considered 'complete' for the purposes of this Agreement when the Domain is registered in the name of Citrix, according to publicly available WHOIS records.
3. In consideration of the above transfers, Citrix shall, within five (5) business days of the completion of the transfer of the Domain to Citrix, wire to Platform28, L.L.C. the sum of twenty thousand U.S. dollars (\$20,000 U.S.) (the "Purchase Funds") and the Transfer Amount. The combined payment shall be made in a single wire transfer. Upon request, Seller agrees to promptly provide Citrix with any information necessary to effectuate the payment referenced in this paragraph, including but not limited to tax identification numbers, bank information and W-9 forms. Seller acknowledges that Citrix's ability to process the wire transfer as scheduled is contingent upon Citrix's receipt of the payment information referenced in this paragraph, including but not limited to the Transfer Amount, and agrees to hold Citrix harmless for any delays in payment resulting from Seller's failure to timely provide said information.

4. Seller, namely each of Ruggles and Company together with each of their related, affiliated and/or common entities (including Platform28, L.L.C.), each individually and collectively, represents and warrant that as of the Effective Date and into perpetuity:
 - a. Other than the Domain, the Mark and the Registration, Seller does not own, control or otherwise use any trademark, service mark, trade name, domain name, social media handle or user name that is comprised of or incorporates the term GO TO, in any form or stylization, alone or in combination with other words phrases or trademarks anywhere in the world;
 - b. Except as otherwise provided in this Agreement, Seller will not adopt, use, maintain or register any trademark, service mark, trade name, domain name, social media handle or user name comprised of or incorporating the term GO TO (including but not limited to GO TO VOICE), in any form or stylization, alone or in combination with other words, phrases or trademarks anywhere in the world, and will not aid or abet any other person or entity in doing so;
 - c. Seller will not challenge Citrix's nor its assignees', licensees' or transferees' right to use GO TO VOICE and all GOTO-formative trademarks, service marks, domain names, trade names, social media handles and user names anywhere in the world, and will not aid or abet any other person or entity in doing so; and
 - d. Seller will not challenge the validity of any trademark, service mark, domain name, trade name, social media handle and/or user name(s) owned by Citrix (or any assignee, licensee or transferee of Citrix) that is comprised of or contains GO TO in any stylization, whether used alone or in combination with other words, phrases or trademarks anywhere in the world, and will not aid or abet any other person or entity in doing so.
5. Each of the signatory Parties hereto further represents and warrants that they have the authority to enter into and fulfill the obligations set forth in this Agreement. Without limiting the foregoing, Ruggles expressly represents and warrants that he has the power and authority to transfer the Domain as set forth herein without further authorization or signature from Platform28, L.L.C. or any other person or entity.
6. All covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Parties, successors, assigns, officers, directors, agents, employees, and all those in privity with them.
7. The Parties each represent and warrant that the individuals whose signatures appear below have been duly authorized by the respective party for whom they are signing to sign and bind such party.
8. The scope of this Agreement shall be worldwide. The terms of this Agreement shall be governed by the State of Florida.
9. The provisions, terms, and conditions of this Agreement represent the entire agreement of the Parties with respect to the subject matter hereof and, except as set forth in the next sentence, this Agreement supersedes any prior agreement between the parties relating to the subject matter hereof. No amendment to this Agreement shall be effective unless in writing signed by both Parties.

10. The terms of this Agreement herein are severable, and if for any reason any part hereof shall be found to be unenforceable, the remaining terms and conditions shall be enforced in full and the Parties agree that the unenforceable term(s) may be modified to accomplish the original business purpose. This Agreement may not be orally amended, modified, or otherwise changed unless done so in a writing signed by each of the Parties hereto.
11. This Agreement may be signed in multiple copies, and each copy shall be considered an original for all purposes. It is agreed that facsimile or scanned signatures are acceptable to bind the parties and create an enforceable agreement, which shall be effective as of the last date of signature below.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement under seal on the dates indicated below.

GO TO VOICE, L.L.C.

By: Mark Ruggles
Name: Mark Ruggles
Title: CEO
Date: 10 / 11 / 2015

CITRIX SYSTEMS, INC.

By: Lesley A. Hamlin
Name: Lesley A. Hamlin
Title: Group Director, ABC, TP
Date: 9/29/15

MARK RUGGLES

Mark Ruggles
Date: 10 / 11 / 2015

EXHIBIT A

Trademark Assignment

This Trademark Assignment (the "Assignment") effective as of the date of execution, is by and between Go To Voice, L.L.C., a limited liability company organized under the laws of the state of Georgia with a business address of 1230 Peachtree Street, Suite 1075, Atlanta, GA 30309 (the "Assignor"), and Citrix Systems, Inc., a Delaware corporation with a principal place of business and mailing address of 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309 ("Assignee") (all ~~2015~~ ²⁰¹⁶ to this Agreement are referred to collectively as the "Parties").

WHEREAS, Assignor is the owner of the entire right, title, and interest in and to the trademark GO TO VOICE, in all stylizations and variations, including said mark as it appears in U.S. Trademark Registration No. 4099539 (the "Mark"); and

WHEREAS, Assignee is desirous of acquiring, and Assignor is desirous of transferring to Assignee, the entire right, title, and interest in and to the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and set over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to said Mark and to U.S. Trademark Registration No. 4099539, and all claims, if any, which may have arisen there under prior to the date of this instrument.

Assignor consents to the recordation of this Assignment with any governmental agency. Assignor agrees, without further consideration, to execute all oaths, declarations, assignments, powers of attorney, applications, and other documents necessary or desirable to secure to Assignee the right, title and interest conveyed herein, and to take any further action as may be reasonably requested by the Assignee to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by their respective duly authorized officers effective as of the date set out below.

GO TO VOICE, LLC

By: Mark Ruggles

Name: Mark Ruggles

Title: CEO

Date: 10 / 11 / 2015