

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366900

<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>
Applied Business Technologies, LLC		06/12/2015	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	8x8, Inc.		
<b>Street Address:</b>	2125 O'Nel Drive		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95131		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86586531	QUALITY ROCKET	
<b>Serial Number:</b>	86586525	QUALITY CLOUD	
<b>Serial Number:</b>	86586533	QSC QUALITY SOFTWARE CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6516867111		
<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>	651-686-6633		
<b>Email:</b>	ljoyce@ip-firm.com		
<b>Correspondent Name:</b>	Robert J. Crawford, Crawford Maunu PLLC		
<b>Address Line 1:</b>	1150 Northland Drive, Suite 100		
<b>Address Line 4:</b>	St. Paul, MINNESOTA 55120		
<b>ATTORNEY DOCKET NUMBER:</b>	8X8S.454TM		
<b>NAME OF SUBMITTER:</b>	Robert J. Crawford		
<b>SIGNATURE:</b>	/Robert J. Crawford/		
<b>DATE SIGNED:</b>	12/22/2015		
<b>Total Attachments: 6</b>			
source=IP Assignment Agreement#page1.tif			
source=IP Assignment Agreement#page2.tif			

CH \$90.00 86586531

source=IP Assignment Agreement#page3.tif

source=IP Assignment Agreement#page4.tif

source=IP Assignment Agreement#page5.tif

source=IP Assignment Agreement#page6.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*IP Assignment*"), dated as of June 12, 2015, is made by each of Applied Business Technologies, LLC, a Florida limited liability company, Ryan Morrissey, Constantin Chifor, Quality Software LLC d/b/a Quality Software Corporation, a Florida limited liability company, and Quality Software Innovation SRL, a company formed under the laws of Romania (collectively, the "*Seller*"), in favor of 8x8, Inc., a Delaware corporation (the "*Purchaser*"), the purchaser of certain assets of Seller pursuant to that certain Agreement for the Purchase and Sale of Assets, dated as of June 3, 2015, by and among Purchaser and Seller (the "*Asset Purchase Agreement*"). All capitalised terms used herein but not defined shall have the meaning assigned to them in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all their rights, title and interest in the Seller IP, including, without limitation, the following:

(a) The patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) The trademark registrations and applications set forth on Exhibit A hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Acquired Business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth on Exhibit A hereto and all issuances, extensions and renewals thereof (the "Copyrights");

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

(e) 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

(f) 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. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register the Seller IP upon request by Purchaser. Seller 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 Seller IP is properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Seller IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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.


5. 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.

6. 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 United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

8x8, INC.

By:   
Name: Vikram Verma  
Title: Chief Executive Officer

APPLIED BUSINESS TECHNOLOGIES, LLC

By: \_\_\_\_\_  
Name: Ryan Morrissey  
Title: President and Chief Executive Officer

RYAN MORRISSEY

By: \_\_\_\_\_  
Name: Ryan Morrissey

CONSTANTIN CHIFOR

By: \_\_\_\_\_  
Name: Constantin Chifor

QUALITY SOFTWARE LLC, d/b/a QUALITY  
SOFTWARE CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

QUALITY SOFTWARE INNOVATION SRL

By: \_\_\_\_\_  
Name:  
Title:

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

8x8, INC.

By: \_\_\_\_\_  
Name: Vikram Verma  
Title: Chief Executive Officer

APPLIED BUSINESS TECHNOLOGIES, LLC

By: \_\_\_\_\_  
Name: Ryan Morrissey  
Title: President and Chief Executive Officer

RYAN MORRISSEY

By: \_\_\_\_\_  
Name: Ryan Morrissey

CONSTANTIN CHIFOR

By: \_\_\_\_\_  
Name: Constantin Chifor

QUALITY SOFTWARE LLC, d/b/a QUALITY SOFTWARE CORPORATION

By: \_\_\_\_\_  
Name: RYAN F MORRISSEY  
Title: CEO

QUALITY SOFTWARE INNOVATION SRL

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A**

### Schedule 3.10: Seller IP

a) Registered Intellectual Property – Please see attachment 3.10a.

- 1) US Patent 8811593: Call center agent centric speech decoding system and method with quality assurance function. Owner/Claimant: Applied Business Technologies, LLC.
- 2) United States Trademark Application for Quality Rocket Serial Number 86586531  
Owner/Claimant: Applied Business Technologies, LLC.
- 3) United States Trademark Application for Quality Cloud Serial Number 86586525  
Owner/Claimant: Applied Business Technologies, LLC.
- 4) The United States Trademark Application for the mark QSC Quality Software Corporation and Design Serial Number 86586533
- 5) Domain Name: qualityrocket.com
- 6) United States Copyright: QCA Computer Program – Copyright Application filed May 5, 2015, Appln No. 1-2360655551\_Application\_20150505\_111752; Owner/Claimant: Applied Business Technologies, LLC.
- 7) Confirmatory Copyright Assignment from Quality Software Innovation to Applied Business Technologies, LLC., dated April 20, 2015, confirming earlier assignment in Non-Disclosure, Non- Solicitation and Non-Competition Agreement dated August 4, 2014 between Applied Business Technologies, LLC. and Quality Software Innovation.