

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SugarSync, Inc.		03/23/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KeepItSafe, Inc.		
Street Address:	6922 Hollywood Blvd. Suite 500		
City:	Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3577503	SUGARSYNC	
Registration Number:	3722938	SUGARSYNC	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	202.756.8000		
Email:	rkim@mwe.com, Washington_IP_Docket@mwe.com, hpmorrison@mwe.com		
Correspondent Name:	Richard Y. Kim		
Address Line 1:	500 North Capitol Street, N.W.		
Address Line 2:	The McDermott Building		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Richard Y. Kim		
SIGNATURE:	/Richard Y. Kim/		
DATE SIGNED:	09/22/2016		
Total Attachments: 3			
source=2016.03.23_Sugarsync TM Assignmnt KIS US#page1.tif			
source=2016.03.23_Sugarsync TM Assignmnt KIS US#page2.tif			
source=2016.03.23_Sugarsync TM Assignmnt KIS US#page3.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*"), effective as of March 23, 2015, is entered into by and between SugarSync, Inc. (now known as Taronga, Inc.), a corporation organized under the laws of California with an address at 1810 Gateway Dr. Suite 200, San Mateo CA 94404 ("*Assignor*") and **KeepItSafe, Inc.**, a corporation organized under the laws of Delaware, with an address at 6922 Hollywood Blvd. Suite 500, Hollywood, California 90028 ("*assignee*"), each individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

RECITALS

WHEREAS, Assignor is the owner of the common law trademarks, registered trademarks, applications to register trademarks, and other registrations or applications related to trademarks listed on Schedule 1, attached hereto (the "*Assigned Marks*").

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the sum of ten dollars (\$10.00) paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the Assigned Marks in the United States and throughout the world in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Representation and Warranty by Assignor. Assignor hereby represents and warrants to Assignee that Assignor has the full right, title and interest to assign, transfer, convey, and set over the entire rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Section 3. Covenant by Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee's title in, to and under the Assigned Marks.

Section 4. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

Section 6. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

SugarSync, Inc. (now known as Taronga, Inc.)

By: 

Name:

Christopher Leberg

Title:

Authorized Person

KeepItSafe, Inc.

By: 

Name:

Jeremy Rossen

Title:

Vice President, General Counsel

TRADEMARK

REEL: 005882 FRAME: 0506

SCHEDULE 1

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Goods and Services
SUGARSYNC	77321588 (November 5, 2007)	3577503 (February 17, 2009)	Class 9: Downloadable computer software for backing up, storing, desktop organizing, synchronizing, sharing, collaborating, recovering, migrating and replicating user's electronic and digital files, data and applications among a user's computers, handheld devices, cell phones, personal digital assistant, Internet-enabled devices, and wireless devices; downloadable computer software for sharing, editing, printing, synchronizing, storing and backing up photo files
SUGARSYNC	77321602 (November 5, 2007)	3722938 (December 8, 2009)	Class 39: Computer services, namely, providing remote storage of user's electronic and digital files and making them available to the user through a global communications network Class 42: Temporary use of non-downloadable software for backing up, storing, desktop organization, synchronizing, sharing, collaborating, recovering, migrating and replicating a user's electronic and digital files, data and applications among a user's computers, handheld devices, cell phones, personal digital assistants, and internet-enabled devices; computer services, namely, providing temporary use of non-downloadable computer software for synchronizing data across multiple computers and hand-held devices

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