

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Watchful Software, LLC		06/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WFSW, S.A.		
Street Address:	Parque Industrial de Taveiro, Lote 49		
City:	Coimbra		
State/Country:	PORTUGAL		
Postal Code:	3045-504		
Entity Type:	Corporation: PORTUGAL		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4768649	RIGHTSWATCH	
Registration Number:	4897257	TYPEWATCH	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	(650) 998-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Linda M. Goldman, Esq.		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	25389-70384-2185		
DOMESTIC REPRESENTATIVE			
Name:	Linda M. Goldman, Esq.		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
NAME OF SUBMITTER:	Linda M. Goldman, Esq.		

CH \$65.00 4768649

SIGNATURE:	/img/
DATE SIGNED:	02/09/2018
Total Attachments: 4 source=Watchful Software to WFSA Assnmt#page1.tif source=Watchful Software to WFSA Assnmt#page2.tif source=Watchful Software to WFSA Assnmt#page3.tif source=Watchful Software to WFSA Assnmt#page4.tif	

TRADEMARK ASSIGNMENT

Watchful Software, LLC, a limited liability company organized under the laws of the State of Delaware with a principal place of business at 350 Ellis Street, Mountain View, California 94043 (“Assignor”), hereby executes this TRADEMARK ASSIGNMENT (this “Assignment”) effective as of June 30, 2017 (“Effective Date”) in favor of WFSW, S.A., a company organized under the laws of Portugal with a principal place of business at Parque Industrial de Taveiro, Lote 49, 3045-504 Coimbra Portugal (“Assignee”), to evidence the transfer of all rights, title and interest in certain trademarks, and related rights from Assignor to Assignee in connection with the Intellectual Property Assignment Agreement effective as of July 1, 2017 between Assignor and Assignee (the “Agreement”). Assignor and Assignee are each a “Party” and collectively the “Parties”.

1. For good and valuable consideration, receipt of which Assignor acknowledges, Assignor hereby assigns and transfers to Assignee all of Assignor’s rights, title and interest in the following:

(a) the trademarks (including service marks, trade names, logos and trade dress) and trademark applications set forth on Annex A, and all common law rights anywhere in the world in and to such trademarks, all registrations and applications for such trademarks, any registrations granted in the future for such trademarks and trademark applications, and all renewals of such registrations (collectively, the “Assigned Trademarks”);

(b) any and all of the trademark goodwill of the business symbolized by any of the Assigned Trademarks; and

(c) all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the Assigned Trademarks.

2. Assignor agrees to do the following, when requested by Assignee, and without further consideration, in order to carry out the intent of this Assignment: (a) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the title and interest herein conveyed, and (b) generally do all lawful acts that Assignee shall consider desirable for securing, maintaining, and enforcing worldwide protection relating to the Assigned Trademarks and for vesting in Assignee the title and interest herein conveyed.

3. Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and legal owner of the Assigned Trademarks.

4. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

5. The Parties may execute this Assignment in multiple counterparts, each of which constitutes an original instrument, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party’s signature is as effective as signing and delivering the counterpart in person.

6. This Assignment is executed pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any party to the Agreement. The Agreement shall control if any provision of this Assignment is inconsistent or conflicts with the Agreement.

7. The laws of the State of California, U.S.A. (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Assignment.

The Parties have caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

WATCHFUL SOFTWARE, LLC


By:  _____

Name: Eunice J. Kim

Title: Secretary

Date: 10/11/17

WFSW, S.A.

By:  _____

Name: Donald A. Blach

Title: Treasurer

Date: 10/11/2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)

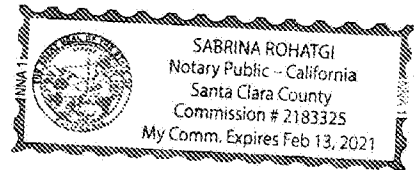
On October 11, 2017 before me, Sabrina Rohatgi , Notary Public, personally appeared Eunice J. Kim and Donald A. Blach who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

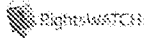
WITNESS my hand and official seal.

Signature: Sabrina Rohatgi

(seal)



Annex A
Assigned Trademarks

Country	Mark	Status	International Class(es)	App. No.	Reg. No.	Filing Date	Reg. Date
European Union (EUTM)	 RightsWATCH	Registered	9, 42	011441623	011441623	December 19, 2012	May 1, 2013
European Union (EUTM)	WATCHFUL	Registered	9, 35, 42	011057081	011057081	July 20, 2012	December 19, 2012
European Union (EUTM)	TYPEWATCH	Registered	9, 35, 42	011189198	011189198	September 14, 2012	February 11, 2013
United States	RIGHTSWATCH	Registered	9, 42	86/456,898	4,768,649	November 17, 2014	July 7, 2015
United States	TYPEWATCH	Registered	9,42	86/456,903	4,897,257	November 17, 2014	February 9, 2016