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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM482267

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHAPMAN TECHNOLOGY GROUP, INC.		12/18/2017	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	BARRACUDA NETWORKS, INC.
Street Address:	3175 WINCHESTER BLVD
City:	CAMPBELL
State/Country:	CALIFORNIA
Postal Code:	95008
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	87573371	CLICK THINKING
Serial Number:	87414147	P
Serial Number:	85497462	PHISHLINE
Serial Number:	87414124	PHISHLINE

CORRESPONDENCE DATA

Fax Number: 6508474151

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.

Phone: (650)847-4150

Email: IDocketing@DuaneMorris.com

Correspondent Name: DUANE MORRIS LLP
Address Line 1: 2475 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	R2081 - PHISHLINE	
NAME OF SUBMITTER:	David T. Xue	
SIGNATURE:	/David T. Xue/	
DATE SIGNED:	07/17/2018	

Total Attachments: 7

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PURCHASE AND SALE AGREEMENT

BY AND AMONG

BARRACUDA NETWORKS, INC., as Buyer,

CHAPMAN TECHNOLOGY GROUP, INC., as Seller

AND

MARK CHAPMAN, as Guarantor

DATED AS OF DECEMBER 18, 2017

OHSUSA 767741258.17

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated effective as of December 18, 2017, is by and among Barracuda Networks, Inc., a Delaware corporation ("Buyer"), Chapman Technology Group, Inc., a Wisconsin corporation ("Seller"), and Mark Chapman ("Guarantor"), solely for the purposes of Sections 6.15, 8.04, 8.11 and 10. Certain capitalized terms used herein but not otherwise defined shall have the meanings set forth in Section 1.01.

RECITALS

A. Seller is the owner of all of the issued and outstanding limited liability company membership interests (the "Units") in PhishLine, LLC, a Wisconsin limited liability company (the "Company").



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"Intellectual Property Rights" means all intellectual or industrial property and all registrations thereof and applications therefor, recognized in any country or jurisdiction in the world, including worldwide (i) patents and patent applications, (ii) copyrights, copyright registrations and applications for copyright registration, "moral" rights and mask work rights, (iii) trade secrets, (iv) trademarks, trade names, logos and service marks ("Trademarks"), (v) customer lists, customer contract and registration information, customer correspondence and customer purchasing histories, specifications, designs, models, devices, prototypes, schematics and development tools, databases, publicity and privacy rights, social networking accounts, domain names and web address, (vi) confidential and proprietary information, including trade secrets and know-how and (vii) any registrations or applications for registration for any of the foregoing, including any divisions, continuations, continuations-in-part, renewals, reissuances and extensions (as applicable).

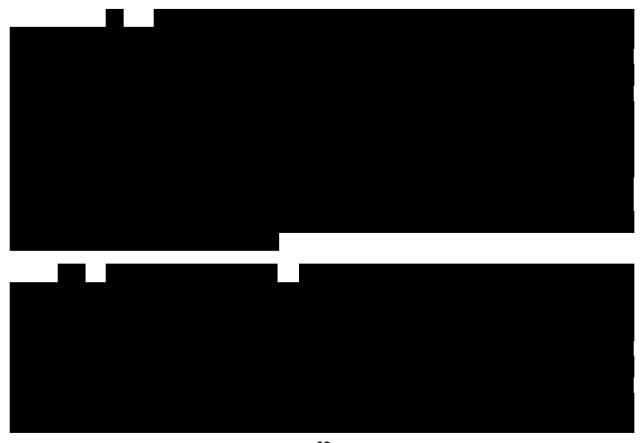




(2) Seller Complete Transfer. Prior to Closing, except with respect to the rights granted to Seller or retained by Seller under the License Agreement, Seller has transferred to the Company exclusive possession of all title, ownership, rights in and to all Intellectual Property Rights and Technology owned by Seller or its Affiliates used in the Business as currently conducted or as currently proposed to be conducted without any further payment or obligation to Seller or its Affiliates.



(b) Seller hereby acknowledges and agrees after consultation with legal counsel that the provisions of this Section 6.10 are (i) reasonable with respect to duration, geographic area and scope of restriction, (ii) necessary for the protection of the legitimate business interests of Buyer in acquiring the Company, (iii) are in consideration of the direct and indirect benefits to be derived by Seller under this Agreement, (iv) entered into by it in connection with the sale by Seller of the Units and the business, assets and goodwill of the Company pursuant to this Agreement and (v) Buyer has relied upon the foregoing covenants in connection with its decision to execute this Agreement and consummate the transactions contemplated herein.



IN WITNESS WHEREOF, the Parties have executed this Purchase and Sale Agreement effective as of the date first written above.

BUYER:	SELLER:
BARRACUDA NETWORKS, INC.	CHAPMAN TECHNOLOGY GROUP, INC.
By William D. Jenkins	By
Name_William BJ Jenkins ItsCEO	Name Its
	GUARANTOR (solely for purposes of <u>Sections</u> <u>6.15</u> <u>8.04</u> , <u>8.11</u> and <u>10</u>):
	Mark Chapman

[Signature Page to Purchase and Sale Agreement]

IN WITNESS WHEREOF, the Parties have executed this Purchase and Sale Agreement effective as of the date first written above.

BUYER:	SELLER:
BARRACUDA NETWORKS, INC.	CHAPMAN TECHNOLOGY GROUP, INC.
Ву	By 24/25
Name	By Mark Chapman
Its	Its_President
	GUARANTOR (solely for purposes of <u>Sections</u> <u>6.15 8.04, 8.11</u> and <u>10</u>):
	Mark Chapman

[Signature Page to Purchase and Sale Agreement]

RECORDED: 07/17/2018