

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		
<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)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			
source=2018-07-09 RESUBMISSION_REDACTED_Purchase and Sales Agreement_Barracuda			

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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

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").

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- (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.

[REDACTED]

[REDACTED]

[REDACTED]

(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.

[REDACTED]

[REDACTED]

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

BUYER:

BARRACUDA NETWORKS, INC.

By William D. Jenkins
Name William BJ Jenkins
Its CEO

SELLER:

CHAPMAN TECHNOLOGY GROUP, INC.

By _____
Name _____
Its _____

GUARANTOR (solely for purposes of Sections 6.15 8.04, 8.11 and 10):

Mark Chapman

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

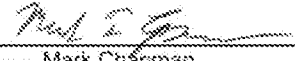
BUYER:

BARRACUDA NETWORKS, INC.

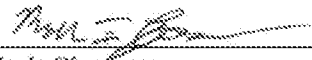
By _____
Name _____
Its _____

SELLER:

CHAPMAN TECHNOLOGY GROUP, INC.

By  _____
Name Mark Chapman
Its President

GUARANTOR (solely for purposes of Sections 6.15 8.04, 8.11 and 10):

 _____
Mark Chapman

[Signature Page to Purchase and Sale Agreement]