

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Piriform Limited		09/06/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Piriform Software Limited		
Street Address:	7th Floor 110 High Holborn		
City:	London		
State/Country:	ENGLAND		
Postal Code:	WC1V 6JS		
Entity Type:	Limited Liability Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86919877	CCLEANER	
Serial Number:	77685003	CCLEANER	
Serial Number:	77684996	PIRIFORM	
Serial Number:	85557637	DEFRAGGLER	
Serial Number:	85557644	RECUVA	
Serial Number:	85557651	SPECCY	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	816-983-8000		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	Nathan Oleen		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	517284.10000		
NAME OF SUBMITTER:	Nathan E. Oleen		
SIGNATURE:	/Nathan E. Oleen/		
DATE SIGNED:	10/31/2018		

CH \$165.00 86919877

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is effective on the 6th day of September, 2018 ("Effective Date") by and between Piriform Limited, a limited liability company organized under the laws of Cyprus, company number HE 258272, with a principal address of 1 Constantinou Skokou St, Capital Chambers, 5th Floor, Agios Antonios, 1061 Nicosia, Cyprus ("Assignor"), and Piriform Software Limited, a limited liability company organized under the laws of England and Wales, company number 8235567, with a principal address of 7th Floor 110 High Holborn, WC1V 6JS London, England ("Assignee") (collectively, the "Parties").

WHEREAS, the Assignor owns certain intellectual property rights, especially copyrights, trademarks, domain names and patents, and wishes to sell those intellectual property rights to the Assignee;

WHEREAS, the Assignee wishes to purchase the intellectual property rights from the Assignor,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

Definitions

The following definitions shall apply to this Assignment:

"Copyrights" means all of Assignor's moral rights, author's rights and copyrights (in the United States, England and any and all other jurisdictions) in any work of authorship (including, without limitation, databases and computer software, including, without limitation, all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded), mask works, all improvements to or derivatives from any of the foregoing, and all registrations and applications for any of the foregoing.

"Intellectual Property" means any and all Patents, Trademarks, and Copyrights held by the Assignor.

"Patents" means all of Assignor's United States and foreign patents (including, without limitation, continuations, continuations-in-part, divisionals, renewals, reissues, and extensions thereof), inventions or discoveries (including, without limitation, processes, compositions of matter, formulas, techniques, concepts and ideas) whether patentable or not, and whether reduced to practice or not, all improvements to or derivatives from any of the foregoing, registrations and applications (including, without limitation, provisional applications), renewals, reissues and extensions for any of the foregoing, including without limitation the patents set forth on Exhibit A.

"Trademarks" means all of Assignor's United States, Great Britain, European and any other foreign trademarks, service marks, Internet domain names, URLs, logos, trade names and trade dress, brand names, model names, corporate names and other source indicators, and all goodwill related thereto, and all registrations, applications and renewals for any of the foregoing, including without limitation the applications and registrations set forth on Exhibit B and domain names set forth on Exhibit C.

COPYRIGHTS

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to

sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the Parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

PATENTS

3. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

4. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the Parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

TRADEMARKS

5. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

6. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the Parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

PURCHASE PRICE

7. Purchase Price. In consideration for the assignment of the Intellectual Property the Assignee shall pay to the Assignor a purchase price in the amount of [REDACTED].

8. Payment. The Purchase Price shall be paid by the Assignee to the Assignor by a bank transfer of immediately available funds to the Assignee's bank account within thirty (30) days after the Effective Date.

GENERAL

9. Entire Agreement. This Assignment may only be modified in a written instrument executed by the Parties.

10. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the Parties hereto, their successors and permitted assigns.

11. Governing Law. This Assignment shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, United States, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

12. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

13. Notices. All notices and other communications hereunder shall be in writing and shall be given either personally or by overnight express mail, postage prepaid, or by nationally-recognized courier service guaranteeing next business day delivery, charges prepaid, or by fax, to such Party's address (or to such Party's fax number). All notices shall be deemed received on the date when dispatched in accordance with the foregoing sentence.

To Assignor: Piriform Limited
1 Constantinou Skokou St, Capital Chambers,
5th Floor, Agios Antonios
1061 Nicosia
Cyprus

To Assignee: Piriform Software Limited
7th Floor 110 High Holborn
London
England
WC1V 6JS

Notice of any change in any such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the Party entitled to receive such notice may waive the giving of such notice.

14. Counterparts. This Assignment may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed on the day and year first above written.

PIRIFORM LIMITED

In:
Date:

By: 

Name: Glenn Taylor
Title: Director

PIRIFORM SOFTWARE LIMITED

In:
Date:

By: _____

Name: Peter Turner
Title: Director

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed on the day and year first above written.

PIRIFORM LIMITED

In:
Date:

By: _____

Name: Glenn Taylor
Title: Director

PIRIFORM SOFTWARE LIMITED

In: PRAGUE
Date: 6 SEPTEMBER 2018

By:  _____

Name: Peter Turner
Title: Director

EXHIBIT B**Trademarks and Trademark Applications**

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date
CCLEANER	Registered	USA	86919877	25-Feb-2016	5099044	13-Dec-2016
CCLEANER	Registered	USA	77685003	6-Mar-2009	3820254	20-Jul-2010
CCLEANER	Registered	European Union	7562002	30-Jan-2009	7562002	10-Nov-2009
CCLEANER	Registered	European Union	15100803	11-Feb-2016	15100803	31-May-2016
CCLEANER	Renewed	United Kingdom	2486623	2-May-2008	2486623	2-Jan-2009
CCLEANER	Pending	India	3696896	7-Dec-2017	-	-
PIRIFORM	Registered	USA	77684996	6-Mar-2009	3801820	15-Jun-2010
PIRIFORM	Registered	European Union	7562085	30-Jan-2009	7562085	21-Oct-2009
PIRIFORM	Renewed	United Kingdom	2486624	2-May-2008	2486624	24-Oct-2008
Agomo	Registered	European Union	13387253	21-Oct-2014	13387253	16-Mar-2015
AGOMO / agomo	Registered	United Kingdom	3078039	21-Oct-2014	3078039	23-Jan-2015
DEFRAGGLER	Registered	USA	85557637	1-Mar-2012	4297430	18-Dec-2012
RECUVA	Registered	USA	85557644	1-Mar-2012	4297431	5-Mar-2013
SPECCY	Registered	USA	85557651	1-Mar-2012	4297432	5-Mar-2013