

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer Statement and Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
White Oak Global Advisors, LLC		10/10/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	OPERA SOLUTIONS OPCO, LLC		
Street Address:	3 Embarcadero Center		
Internal Address:	Suite 550		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4019174	MOBIUSS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	4747 Executive Dr.		
Address Line 2:	12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	92928.00004		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	10/21/2018		
Total Attachments: 7			
source=Opera Trademark Transfer Statement(138129619_1)#page1.tif			
source=Opera Trademark Transfer Statement(138129619_1)#page2.tif			
source=Opera Trademark Transfer Statement(138129619_1)#page3.tif			

CH \$40.00 4019174

source=Opera Trademark Transfer Statement(138129619_1)#page4.tif

source=Opera Trademark Transfer Statement(138129619_1)#page5.tif

source=Opera Trademark Transfer Statement(138129619_1)#page6.tif

source=Opera Trademark Transfer Statement(138129619_1)#page7.tif

TRADEMARK TRANSFER STATEMENT AND ASSIGNMENT
(Opera Solutions USA, LLC et. al)

This Trademark Transfer Statement and Assignment (this "Assignment"), dated as of October 10, 2018, is entered into between White Oak Global Advisors, LLC, a Delaware limited liability company, as agent for certain lenders, as secured party (in such capacity, "Secured Party"), and Opera Solutions OpCo, LLC, a Delaware limited liability company, as transferee ("Transferee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Guaranty and Security Agreement dated as of July 6, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement") (or, if undefined therein, the UCC (defined in the Guaranty and Security Agreement)), by and among Debtors (defined below) and Secured Party.

WHEREAS, Opera Solutions USA, LLC, a Delaware limited liability company ("Borrower"), Opera Solutions, LLC, a Delaware limited liability company, Opera Solutions Government Services, LLC, a Delaware limited liability company, BIQ, LLC, a Massachusetts limited liability company, Lexington Analytics Incorporated, a Massachusetts corporation, and Opera Pan Asia LLC, a Delaware limited liability company (collectively, the "Debtors"), each with a mailing address and an office and principal place of business solely for purposes of notices and communications at 10 Exchange Place, 11th Floor, Jersey City, NJ 07302, have defaulted in connection with obligations secured by the following collateral: all Collateral (as defined in the Guaranty and Security Agreement), including, but not limited to, Trademarks (collectively, the "Collateral");

WHEREAS, Secured Party, with a mailing address of 3 Embarcadero Center, Suite 550, San Francisco, CA 94111, Email: Opera@whiteoaksf.com, at the direction of and on behalf of the Lenders, has accelerated the Secured Obligations and exercised post-default remedies with respect to the Collateral;

WHEREAS, on September 5, 2018, Secured Party sent an authenticated notification of disposition of the Collateral to Debtors and all other holders of liens on the Collateral in accordance with Section 9-611 of the UCC (the "Notification of Disposition"); and

WHEREAS, on October 10, 2018, Secured Party held a public auction for the Collateral at the date, time and place set forth in the Notification of Disposition (the "Auction").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

Secured Party, at the direction of and on behalf of the Lenders, pursuant to the powers granted by Sections 9-610 and 9-617 of the UCC, in consideration of certain sum

paid and delivered by the Transferee, as the successful bidder at the Auction, to the Secured Party, and as set forth in that certain Memorandum of Sale, dated as of October 10, 2018, hereby grants, sells, assigns, conveys, transfers and delivers to Transferee, and Transferee accepts, all of each Debtor's right, title and interest in, to and under (i) the trade names, registered trademarks, trademark applications, registered service marks, and service mark applications listed on Schedules A and B, (ii) all renewals thereof, (iii) all income, royalties, damages, and payments now and hereafter due or payable under and without respect thereto, including damages and payments for past, present, or future infringements or dilution thereof, (iv) the right to sue for past, present, and future infringements or dilution thereof, and (v) all of each Debtor's rights corresponding thereto throughout the world.

This Assignment is as is, where is, and Secured Party makes no representation, warranty, express or implied, except that Secured Party represents and warrants that as of the date hereof, it has the right to sell all of the right, title and interest of the Debtors in and to the Patents, free and clear of any security interest or lien as provided for in Section 9-617 of the UCC. All costs, filing fees, assignment fees and similar costs and expense in connection with this Assignment are the sole responsibility of the Transferee. In furtherance and not limitation of the foregoing, in the event that this Assignment is subject to any state, county, city or other governmental sales, use or other similar taxes, Transferee hereby agrees to pay such taxes in addition to any amounts due hereunder.

This Assignment is intended solely to benefit the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Neither this Assignment, nor any of the terms or provisions hereof, may be amended, modified, supplemented or waived, except by a written instrument signed by Secured Party and Transferee (or, in the case of a waiver, by the party granting such waiver). No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. No failure of any party hereto to insist upon strict compliance by any other party with any obligation, covenant, agreement or condition contained in this Assignment shall operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). This Assignment may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. Delivery of executed


counterpart signature pages of this Assignment by facsimile or other electronic transmission shall be effective as delivery of original counterpart signature pages to this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

SECURED PARTY:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company

By: 
Name: Darius Mozaffarian
Title: Co-President

TRANSFereeE:

OPERA SOLUTIONS OPCO, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

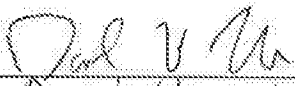
SECURED PARTY:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

TRANSFeree:

OPERA SOLUTIONS OPCO, LLC,
a Delaware limited liability company

By: 
Name: Daniel V. Hummel
Title: Manager

Schedule A US Trademark Registration

<u>Jurisdiction</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
U.S.	MOBIUSS	App. No. 85/234,191 Reg. No. 4,019,174	02/04/2011	08/30/2011

Schedule B Foreign Trademark Registrations and Applications

<u>Jurisdiction</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Canada	MOBIUSS	App. No. 1538352 Reg. No. TMA828980	8/4/2011	08/1/2012
India	MOBIUSS	218615	8/4/11	8/1/2013
Israel	MOBIUSS	239689	8/4/11	7/4/13
Russian Federation	MOBIUSS	2017752689	12/12/17	NA
Israel	OPERA SOLUTIONS	240346	9/1/2011	9/1/2011