OP \$40.00 97203513

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM845311

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aurea Software FZ-LLC		05/27/2022	Limited Liability Company: UNITED ARAB EMIRATES

RECEIVING PARTY DATA

Name:	GFI SMB, Inc.	
Street Address:	11 Ranch Road 620	
Internal Address:	Suite 206	
City:	Lakeway	
State/Country:	TEXAS	
Postal Code:	78734	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	97203513	GFI ONECONNECT

CORRESPONDENCE DATA

Fax Number:

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: 6125526094

Email: Leigh.Rand@jonesspross.com

Correspondent Name: Leigh A Rand

Address Line 1: 1605 Lakecliff Hills Lane
Address Line 4: Austin, TEXAS 78732

NAME OF SUBMITTER:	Leigh Rand
SIGNATURE:	/Leigh Rand/
DATE SIGNED:	10/11/2023

Total Attachments: 8

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TRADEMARK ASSIGNMENT

WHEREAS, Aurea Software FZ-LLC, a limited liability company incorporated in Dubai under registration number 91770 and having its registered office at 706, Floor 7, Al Thuraya Tower No.01, Dubai, United Arab Emirates (hereinafter referred to as "Assignor"), as of the Effective Date of this Assignment, desires to sell and assign the trademark(s) and/or service mark(s) and related trademark application(s) and/or registration(s) identified in Schedule A attached hereto (collectively, "the Assigned Trademarks"); and

WHEREAS, GFI SMB, Inc., a Delaware corporation, having its address at 2028 E. Ben White Boulevard, Austin, Texas 78741 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Assigned Property.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, effective on May 27, 2022 ("Effective Date"), the parties hereto agree as follows:

- 1. Assignor hereby assigns, sells, conveys and transfers to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to: (i) the Assigned Property set forth in Schedule A; (ii) any and all goodwill symbolized by and associated with the business conducted under the Assigned Property; (iii) all registrations which have or will issue for the Assigned Property including, without limitation, all registrations and applications (including intent-to-use applications) for the Assigned Property identified in Schedule A together with the portion of the business of Assignor to which the Assigned Property applies, which business is ongoing and existing; (iv) any and all common law rights in and to the Assigned Property; (v) all income, royalties, damages and payments in connection with and related to the Assigned Property which become due or payable following the Effective Date of this Assignment; and (vi) all rights to past, present and future claims of any kind (either in law or in equity) including, without limitation, the right to sue for all trademark-related causes of action (e.g., trademark infringement, dilution, cybersquatting, etc.) and to recover and retain any and all damages paid or received as a result of the litigation, settlement, and/or pursuit of such claims.
- 2. Assignor hereby agrees, at the request and expense of Assignee, to testify in any legal proceedings, execute all lawful papers, make all lawful oaths, and to perform such other acts as Assignee and Assignee's successors and assigns may deem reasonably necessary to secure the ownership interest in and to the Assigned Property, both in the United States and worldwide, for Assignee and its successors and assigns and/or to evidence the rights hereby transferred.
- 3. Assignor hereby represents and warrants that it is the sole lawful owner of all rights in and to the Assigned Property; that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of the Assigned Property has been or will be made or entered into which would conflict with this Assignment; and that it has not executed, and will not execute, any other agreement(s) in conflict herewith.
- 4. Assignor represents and warrants that it has the full legal right and authority to execute and be bound by the terms of this Assignment, that the person signing on its behalf is legally authorized

to do so, that no other party's consent is required to execute this Assignment, and that to the best of its knowledge its execution of this Assignment will not violate any right of any other party.

- 5. The individual who has executed this Agreement on behalf of Assignor expressly represents and warrants that he or she is authorized to sign on behalf of Assignor for purposes of binding Assignor to effectuate this Assignment to Assignee according to the terms set forth herein.
- 6. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in Assignor's name to take any and all action and to execute thereafter any and all documents and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Assignor further grants Assignee and its duly authorized attorneys and agents the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, any state or foreign trademark office, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment.
- 7. This Assignment shall be binding upon Assignor, its officers, directors, shareholders, managers, members, employees, agents, affiliates, executors, heirs, successors, and assigns.
- 8. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and scanned signatures sent by e-mail shall be considered as original signatures. The recitals and Schedule A are hereby incorporated into and made a part of this Assignment.

[signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed this Agreement, which is made effective as of the Effective Date.

ASSIGNOR:	
AUREA SOFT	WARE FZ-LLC
By:	<u>\</u> ~
Name: Jo	ozsef Czapovics
Title: M	lanager
ASSIGNEE:	
GFI SMB, INC.	
By: ///	
Name: A	ndrew S. Price

Title: Chief Financial Officer

SCHEDULE A

Assigned Trademarks

Mark	Country	Application Filing Date	Serial No.	Registration No.	Registration Date
GFI CLOUD	Australia	11/30/2012	1529021	1529021	07/04/2013
GFI LANGUARD	Australia	11/30/2012	1529019	1529019	07/04/2013
GFI MAILARCHIVER	Australia	11/30/2012	1529020	1529020	07/04/2013
GFI MAILESSENTIALS	Australia	11/30/2012	1529022	1529022	10/03/2013
GFI	Australia	11/30/2012	1529016	1529016	10/03/2013
GFI MAILSECURITY	Australia	11/30/2012	1529023	1529023	10/03/2013
FAXMAKER	Australia	11/30/2012	1529018	1529018	12/18/2013
GFI MAX	Australia	11/30/2012	1529024	1529024	01/07/2014
GFI FAXMAKER	Australia	02/26/2014	1608145	1608145	07/03/2014
GFI WirelessSentry	Australia	02/26/2014	1608143	1608143	07/03/2014
GFI UNLIMITED	Australia	08/31/2018	1952444	1952444	01/29/2020
GFI ARCHIVER	Australia	08/31/2018	1952443	1952443	11/20/2019
KERIO	Australia	01/20/2021	2150027	2150027	11/02/2021
GFI	Benelux	12/11/2000	00979689	0674861	12/11/2000
FAXMAKER	Benelux	01/19/1993	00791713	0535212	
LANguard	Benelux	03/28/2002	1008291	0713445	
GFI MAILSECURITY	Benelux	11/14/2002	01021778	0715800	
FAXMAKER	Benelux	09/21/1994	WO626495	WO626495	09/21/1994
GFI MAILESSENTIALS	Canada	11/30/2012	1604717	TMA876762	04/30/2014
GFI MAILARCHIVER	Canada	11/30/2012	1604724	TMA876763	04/30/2014
GFI LANGUARD	Canada	11/30/2012	1604726	TMA876764	04/30/2014
FAXMAKER	Canada	11/30/2012	1604715	TMA876760	04/30/2014
GFI	Canada	11/30/2012	1604713	TMA894822	01/22/2015
GFI MAILSECURITY	Canada	11/30/2012	1604730	TMA912330	08/25/2015
GFI FAXMAKER	Canada	03/03/2014	1666239	TMA967508	04/05/2017
GFI ONEGUARD	Canada	07/16/2018	1909725		
GFI ONECONNECT	Canada	07/16/2018	1909726-00		
GFI UNLIMITED	Canada	09/04/2018	1918178		
GFI ARCHIVER	Canada	09/04/2018	1918179	TMA1,116,060	12/16/2021

Mark	Country	Application Filing Date	Serial No.	Registration No.	Registration Date
KERIO Logo	China	09/27/2021	59512217		
KERIO Logo	Czech Republic	09/23/2002	183875	258105	10/29/2003
WINROUTE	Czech Republic	09/08/1997	125289	218280	06/23/1999
AV Cloud	European Union	01/09/2012	010547131	010547131	11/09/2012
GFI MailSecurity	European Union	06/21/2012	010982734	010982734	03/08/2019
GFI	European Union	06/08/2011	010028421	010028421	11/07/2011
GFI Software	European Union	06/15/2011	010049294	010049294	11/07/2011
GFI ENDPOINTSECURITY	European Union	06/15/2011	010049336	010049336	11/07/2011
GFI EVENTSMANAGER	European Union	06/15/2011	010049351	010049351	11/07/2011
GFI FAXMAKER	European Union	06/15/2011	010050722	010050722	11/07/2011
GFI LANGUARD	European Union	06/15/2011	010049385	010049385	11/20/2011
GFI MAILESSENTIALS	European Union	06/15/2011	010049419	010049419	11/07/2011
GFI WEBMONITOR	European Union	06/11/2011	010049451	010049451	11/20/2011
MAILESSENTIALS COMPLETE	European Union	06/15/2011	010049591	010049591	11/20/2011
FAXMAKER	European Union	06/15/2011	010049658	010049658	11/07/2011
LANGUARD	European Union	06/15/2011	010049674	010049674	05/11/2012
MailEssentials	European Union	05/28/2012	010917854	010917854	10/24/2012
Cloud Monitor	European Union	11/22/2011	010434876	010434876	11/09/2012
GFI WiSe	European Union	08/01/2013	012033106	012033106	02/22/2019
GFI Wireless Sentry	European Union	08/02/2013	012036257	012036257	02/22/2019
GFI Prime	European Union	01/17/2018	017699554	017699554	02/21/2019

Mark	Country	Application Filing Date	Serial No.	Registration No.	Registration Date
GFI OneGuard	European Union	01/17/2018	017699596	017699596	02/21/2019
GFI OneConnect	European Union	01/17/2018	017699612	017699612	02/21/2019
GFI Archiver	European Union	07/13/2018	017930565	017930565	04/25/2019
GFI FAXMAKER	European Union	07/13/2018	017930557	017930557	04/25/2019
GFI ONECONNECT	European Union	07/13/2018	017930562	017930562	04/25/2019
GFI ONEGUARD	European Union	07/13/2018	017930564	017930564	04/25/2019
GFI UNLIMITED	European Union	07/13/2018	017930561	017930561	08/01/2019
GFI	Finland	06/14/2007	T200701923	241199	01/15/2008
GFS	France	03/07/2001	3087245	3087245	03/07/2001
GFI	Korea - South	12/19/2011	4020110071334	4009548500000	02/22/2013
GFI	Norway	05/15/2020	202006398	316847	08/03/2021
KERIO Logo	Russia	03/25/2021	2021702138	841591	12/07/2021
KERIO Logo	Turkey	01/21/2021	2021/10471		
AV Cloud	United Kingdom	01/09/2012	UK00910547131	UK00910547131	11/09/2012
GFI MailSecurity	United Kingdom	06/21/2012	UK00910982734	UK00910982734	03/08/2019
GFI	United Kingdom	06/08/2011	UK00910028421	UK00910028421	11/07/2011
GFI Software	United Kingdom	06/15/2011	UK00910049294	UK00910049294	11/07/2011
GFI ENDPOINTSECURITY	United Kingdom	06/15/2011	UK00910049336	UK00910049336	11/07/2011
GFI EVENTSMANAGER	United Kingdom	06/15/2011	UK00910049351	UK00910049351	11/07/2011
GFI FAXMAKER	United Kingdom	06/15/2011	UK00910050722	UK00910050722	11/07/2011
GFI LANGUARD	United Kingdom	06/15/2011	UK00910049385	UK00910049385	11/20/2011
GFI MAILESSENTIALS	United Kingdom	06/15/2011	UK00910049419	UK00910049419	11/07/2011
GFI WEBMONITOR	United Kingdom	06/11/2011	UK00910049451	UK00910049451	11/20/2011

Mark	Country	Application Filing Date	Serial No.	Registration No.	Registration Date
MAILESSENTIALS COMPLETE	United Kingdom	06/15/2011	UK00910049591	UK00910049591	11/20/2011
FAXMAKER	United Kingdom	06/15/2011	UK00910049658	UK00910049658	11/07/2011
LANGUARD	United Kingdom	06/15/2011	UK00910049674	UK00910049674	05/11/2012
MailEssentials	United Kingdom	05/28/2012	UK00910917854	UK00910917854	10/24/2012
Cloud Monitor	United Kingdom	11/22/2011	UK00910434876	UK00910434876	11/09/2012
GFI WiSe	United Kingdom	08/01/2013	UK00912033106	UK00912033106	02/22/2019
GFI Wireless Sentry	United Kingdom	08/02/2013	UK00912036257	UK00912036257	02/22/2019
GFI Prime	United Kingdom	01/17/2018	UK00917699554	UK00917699554	02/21/2019
GFI OneGuard	United Kingdom	01/17/2018	UK00917699596	UK00917699596	02/21/2019
GFI OneConnect	United Kingdom	01/17/2018	UK00917699612	UK00917699612	02/21/2019
GFI Archiver	United Kingdom	07/13/2018	UK00917930565	UK00917930565	04/25/2019
GFI FAXMAKER	United Kingdom	07/13/2018	UK00917930557	UK00917930557	04/25/2019
GFI ONECONNECT	United Kingdom	07/13/2018	UK00917930562	UK00917930562	04/25/2019
GFI ONEGUARD	United Kingdom	07/13/2018	UK00917930564	UK00917930564	04/25/2019
GFI UNLIMITED	United Kingdom	07/13/2018	UK00917930561	UK00917930561	08/01/2019
GFI	United States	02/08/2002	78/107,699	2,695,818	03/11/2003
GFI MAILESSENTIALS	United States	05/10/2011	85/316,645	4,073,958	12/20/2011
GFI EVENTSMANAGER	United States	05/10/2011	85/316,637	4,079,766	01/03/2012
GFI WEBMONITOR	United States	06/16/2011	85/347,492	4,074,292	12/20/2011
GFI LANGUARD	United States	10/29/2013	86/104,704	4,647,869	12/02/2014
TECHGENIX	United States	01/08/2015	86/498,865	4,917,292	03/15/2016
GFI UNLIMITED	United States	08/09/2018	88/071,767	6,127,293	08/18/2020
GFI FAXMAKER	United States	08/09/2018	88/071,801	5,952,832	01/07/2020

Mark	Country	Application Filing Date	Serial No.	Registration No.	Registration Date
GFI ARCHIVER	United States	08/09/2018	88/071,822	5,952,835	01/07/2020
GFI ONECONNECT	United States	01/05/2022	97/203,513		
KERIO Logo	WIPO	10/29/03	WO824275	WO824275	10/29/03
FAXMAKER	WIPO	09/21/1994	WO626495	WO626495	09/21/1994
GFI	WIPO		WO753670	WO753670	01/10/2011
FAXMAKER	Switzerland	11/30/2012	64334/2012	642632	04/22/2013
GFI MAILESSENTIALS	Switzerland	11/30/2012	64336/2012	642509	04/18/2013
GFI MAILARCHIVER	Switzerland	11/30/2012	64337/2012	642510	04/18/2013
GFI LANGUARD	Switzerland	11/30/2012	64338/2012	642511	04/18/2013
VIPRE	Switzerland	11/30/2012	64335/2012	646466	07/23/2013
GFI MAILSECURITY	Switzerland	11/30/2012	64340/2012	646464	07/23/2013
GFI CLOUD	Switzerland	11/30/2012	64339/2012	646463	07/23/2013
GFI	Switzerland	11/30/2012	64333/2012	659337	05/30/2014
GFI MAX	Switzerland	11/30/2012	64341/2012	646465	07/23/2013
GFI	Turkey	08/31/2018	2018 78120	2018 78120	03/03/2019
GFI SOFTWARE	Turkey	08/31/2018	2018-78126	2018 78126	03/11/2019
FAXMAKER	Russia	12/03/2012	2012741838	508075	03/06/2014
GFI LANGUARD	Russia	12/03/2012	2012741861	507290	02/26/2014
GFI CLOUD	Russia	12/03/2012	2012741883	507291	02/26/2014
GFI	Russia	12/03/2012	2012741834	512576	05/07/2014
GFI MAX	Russia	12/03/2012	2012741959	512577	05/07/2014
GFI MAILESSENTIALS	Russia	12/03/2012	2012741852	524910	10/16/2014
GFI MAILARCHIVER	Russia	12/03/2012	2012741854	526113	11/05/2014
GFI MAILSECURITY	Russia	12/03/2012	2012741892	526114	11/05/2014

RECORDED: 10/11/2023