

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4043490

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CITRIX SYSTEMS INTERNATIONAL GMBH	09/01/2016
RECEIVING PARTY DATA	
Name:	GETGO, INC.
Street Address:	851 WEST CYPRESS CREEK ROAD
City:	FORT LAUDERDALE
State/Country:	FLORIDA
Postal Code:	33309
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	10022160
Application Number:	10942684
Application Number:	12146321
Application Number:	13417527
CORRESPONDENCE DATA	
Fax Number:	(508)366-4688
<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:	508-616-2900
Email:	Docket@BainwoodHuang.com
Correspondent Name:	BAINWOOD, HUANG & ASSOCIATES, LLC
Address Line 1:	2 CONNECTOR ROAD
Address Line 4:	WESTBOROUGH, MASSACHUSETTS 01581
ATTORNEY DOCKET NUMBER:	1132-113 - INTL TO GETGO
NAME OF SUBMITTER:	DAVID E. HUANG, ESQ.
SIGNATURE:	/David E. Huang/
DATE SIGNED:	09/08/2016
Total Attachments: 6	
source=Short-Form Patent Assignment - Citrix Intl GmbH#page1.tif	
source=Short-Form Patent Assignment - Citrix Intl GmbH#page2.tif	
source=Short-Form Patent Assignment - Citrix Intl GmbH#page3.tif	

source=Short-Form Patent Assignment - Citrix Intl GmbH#page4.tif

source=Short-Form Patent Assignment - Citrix Intl GmbH#page5.tif

source=Short-Form Patent Assignment - Citrix Intl GmbH#page6.tif

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this “Assignment”), dated as of September 1, 2016 (the “Assignment Effective Date”), is entered into by and between CITRIX SYSTEMS INTERNATIONAL GMBH (“Assignor”), a Swiss limited liability company and wholly owned subsidiary of Citrix Systems, Inc. (“Citrix”), and GETGO, INC. (“SpinCo”), a Delaware corporation (“Assignee”), (each a “Party” and collectively, the “Parties”). Capitalized terms used herein but not defined in this Assignment shall have the meanings ascribed thereto in the IP Assignment.

WHEREAS, Citrix and Assignee are parties to that certain Separation and Distribution Agreement dated as of July 26, 2016 (the “Separation Agreement”) and pursuant to such Separation Agreement shall enter into that certain Intellectual Property License Agreement (the “IP License Agreement”); and

WHEREAS, Citrix and Assignee have entered into that certain Omnibus Intellectual Property Assignment, dated as of September 1, 2016 (the “IP Assignment”), pursuant to which Citrix, on behalf of itself and its Affiliates (including Assignor), has assigned, transferred and conveyed to Assignee and Assignee has agreed to accept from Assignor certain assets, including the patents and patent applications identified on Schedule A hereto (the “Assigned Patents”).

NOW, THEREFORE, in accordance with the IP Assignment, the IP License Agreement, and the Separation Agreement, and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Conveyance. As of the Assignment Effective Date, Assignor does hereby assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor’s right, title and interest in and to the Assigned Patents, including all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind, all damages and payments for past, present and future infringement or misappropriation of such Assigned Patents, and the right to sue and recover for past, present and future infringements or misappropriations of such Assigned Patents, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to such Assigned Patents.

2. Recordation. Assignor hereby authorizes the appropriate entities or agencies in any applicable countries or multinational authorities, to record Assignee as the assignee of all of Assignor’s right, title and interest in, to and under the Assigned Patents.

3. No Conflict. The Parties acknowledge and agree that this Assignment shall be subject to and governed by the provisions of the IP Assignment, the IP License Agreement and the Separation Agreement. Nothing contained in this Assignment is intended to, shall or shall be deemed to modify, alter, amend, expand upon or otherwise change any of the rights, remedies or obligations of Citrix and SpinCo to be provided under the IP Assignment, the IP License Agreement or the Separation Agreement.

4. Amendment and Waivers.

- (a) This Assignment may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, each Party that expressly references the Section of this Assignment to be amended; or (b) by a waiver in accordance with Section 4(b).
- (b) Any Party may (a) extend the time for the performance of any of the obligations or other acts of the other Party; (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant to this Assignment; or (c) waive compliance with any of the agreements of the other Party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any Party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. Any waiver of any term or condition hereof shall not be construed as a waiver of any subsequent breach or as a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Assignment.

5. Successors and Assigns. The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in two or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

7. Titles and Headings. Titles and headings for this Assignment are for reference purposes only and do not affect in any way the meaning or interpretation of this Assignment.

8. Schedule. The Schedule hereto shall be construed with and as an integral part of this Assignment to the same extent as if the same had been set forth verbatim herein.

9. Severability. If any term or other provision (or part thereof) of this Assignment is declared invalid, illegal or incapable of being enforced by any Governmental Authority, all other terms and provisions (or parts thereof) of this Assignment shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision (or part thereof) is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Assignment are consummated as originally contemplated to the greatest extent possible.

10. Interpretation. The Parties have participated jointly in the negotiation and drafting of this Assignment. This Assignment shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

11. Governing Law. This Assignment and any dispute shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof that might lead to the application of Laws other than the Laws of the State of Delaware. All Actions that, directly or indirectly, arise out of or relate to this Assignment shall be heard and determined exclusively in the Court of Chancery of the State of Delaware; provided, however, that if such court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Delaware state court or United States federal court sitting in the State of Delaware. Consistent with the preceding sentence, each of the Parties hereby (a) submits to the exclusive jurisdiction of any federal or state court sitting in the State of Delaware for the purpose of any Action brought by any party hereto that, directly or indirectly, arises out of or relates to this Assignment; (b) agrees that service of process in such Action will be validly effected by sending notice in accordance with Section 8.6 of the Separation Agreement; (c) irrevocably waives and releases, and agrees not to assert by way of motion, defense, or otherwise, in or with respect to any such action, any claim that (i) such Action is not subject to the subject matter jurisdiction of at least one of the above-named courts; (ii) its property is exempt or immune from attachment or execution in the State of Delaware; (iii) such Action is brought in an inconvenient forum; (iv) that the venue of such Action is improper; or (v) this Assignment or the transactions contemplated by this Assignment may not be enforced in or by any of the above-named courts; and (d) agrees not to move to transfer any such Action to a court other than any of the above-named courts.

[Signature Page Follows]

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

ASSIGNOR:

CITRIX SYSTEMS INTERNATIONAL GMBH

By: _____

Name: Brian Shytle

Title: Managing Director

Acknowledged and Accepted:

ASSIGNEE:

GETGO, INC.

By: Antonio Gomes

Name: Antonio Gomes

Title: Secretary

THE [STATE/COMMONWEALTH/COUNTRY] OF [Massachusetts]

County of Middlesex

This instrument was executed before me on this 1st day of September, 2011, by Antonio G. Gomes, the Secretary (title) of CITRIX SYSTEMS INTERNATIONAL GMBH, a Swiss limited liability company, on behalf of said company.

GetGo, Inc.

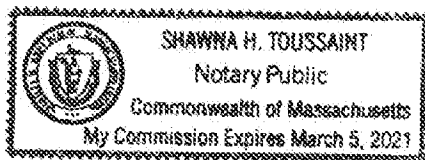
GETGO, INC.

Notary Public in and for

The [State/Commonwealth] of [Massachusetts]

Shawna H. Toussaint

Printed or Typed Name of Notary



My commission expires March 5, 2021

[Patent Assignment -- Citrix Systems International GmbH and GetGo, Inc.]

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

ASSIGNOR:

CITRIX SYSTEMS INTERNATIONAL GMBH

By: [Signature]
Name: Brian Shytle
Title: Managing Director

Acknowledged and Accepted:

ASSIGNEE:

GETGO, INC.

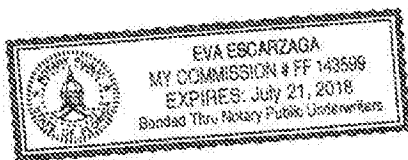
By: _____
Name: Antonio Gomes
Title: Secretary

THE [STATE] COMMONWEALTH/COUNTRY] OF Florida
County of Broward

This instrument was executed before me on this 19 day of September 2016 by Brian Shytle, the Mg. Director (title) of CITRIX SYSTEMS INTERNATIONAL GMBH, a Swiss limited liability company, on behalf of said company.

[Signature]
Notary Public in and for
The [State] Commonwealth] of Florida

Eva M. Escarzaga
Printed or Typed Name of Notary



My commission expires July 21, 2018

[Patent Assignment -- Citrix Systems International GmbH and GetGo, Inc.]

SCHEDULE A

ASSIGNED PATENTS

TITLE	FILE NO.	APP. NO.	DATE FILED	GRANT DATE	PATENT NO.	JURISDICTION
Identifying a Context for a Call	CTX-926US	10022160	Dec 17, 2001	Sep 19, 2006	7110514	United States
Method for Session Sharing	CTX-931US	10942684	Sep 16, 2004	Oct 21, 2008	7441000	United States
Notification to Absent Teleconference Invitees	CTX-939US	12146321	Jun 25, 2008	Jun 19, 2012	8204196	United States
Notification to Absent Teleconference Invitees	CTX-939USCN	13417527	Mar 12, 2012	Jul 30, 2013	8498396	United States

[Patent Assignment – Citrix Systems International GmbH and GetGo, Inc.]