

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEAMVIEWER UK LIMITED		11/03/2014	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	TEAMVIEWER GMBH		
Street Address:	KUHNBURGSTRABE 16		
City:	GOPPINGEN		
State/Country:	GERMANY		
Entity Type:	LIMITED LIABILITY COMPANY (GmbH): GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4578715	TEAMVIEWER	
CORRESPONDENCE DATA			
Fax Number:	9542060013		
<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:	9547906700		
Email:	trademarks@johnsonmartinlaw.com		
Correspondent Name:	Johnson & Martin, P.A.		
Address Line 1:	500 West Cypress Creek Road		
Address Line 2:	Suite 430		
Address Line 4:	Fort Lauderdale, FLORIDA 33309		
ATTORNEY DOCKET NUMBER:	10220-0003		
NAME OF SUBMITTER:	Joyce Dougherty		
SIGNATURE:	/Joyce Dougherty/		
DATE SIGNED:	01/09/2015		
Total Attachments: 4			
source=10220-0003 Assignment from Teamvier UK Ltd to Teamviewer GmbH#page1.tif			
source=10220-0003 Assignment from Teamvier UK Ltd to Teamviewer GmbH#page2.tif			
source=10220-0003 Assignment from Teamvier UK Ltd to Teamviewer GmbH#page3.tif			
source=10220-0003 Assignment from Teamvier UK Ltd to Teamviewer GmbH#page4.tif			

OP \$40.00 4578715

TRADEMARK SALE AND TRANSFER AGREEMENT

[• date] 3. November 2014

PARTIES:

- (1) **TeamViewer UK Limited**, a private company limited by shares organized under the laws of England and Wales (registered number 09108787) with its registered office at 74 Rivington Street, London, United Kingdom, EC2A 3AY

- *Transferor* -

- (2) **TeamViewer GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), duly formed and validly existing under the laws of Germany, registered with the commercial register (*Handelsregister*) of the district court of Ulm under registration number HRB 534075, with registered office in Kuhnbergstraße 16, 73037 Göppingen

- *Transferee* -

and

- Transferor and Transferee together the *Parties* -

WHEREAS:

- (A) Transferor owns the US trademark registration "TEAMVIEWER" as further specified in Annex 1 (the *Trademark*);
- (B) Transferee wishes to acquire the Trademark from Transferor and Transferor is willing to sell and transfer the Trademark to Transferee pursuant to the terms of this Trademark Sale and Transfer Agreement (this *Agreement*).

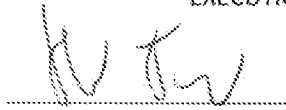
IT IS HEREBY AGREED:

1. Transferor hereby irrevocably and unconditionally sells, conveys, assigns, grants, transfers and delivers to Purchaser and its successors and assigns, for its and their own use and benefit forever, and Transferee hereby purchases, acquires, and accepts:
- all of Transferor's right, title and interest in and to the Trademark, free and clear of any liens, charges or other encumbrances; and
 - all of Transferor's rights, claims and privileges pertaining to the Trademark, including:
 - the benefit of all priority dates;

- ii. the right to seek and obtain registrations in other countries;
 - iii. all statutory and common law rights attaching to the Trademark, together with the goodwill of the business relating thereto; and
 - iv. the right to sue (and retain damages recovered and costs and attorneys' fees) and obtain injunctive relief in respect of any infringement, unauthorized use or misappropriation of the Trademark.
2. In consideration for the sale and transfer hereunder, Transferee shall pay to Transferor EUR 1.00 plus VAT, as applicable (the *Purchase Price*). Transferor shall issue an invoice for the Purchase Price to Transferee without undue delay.
3. Transferor shall, at its own cost, perform all further acts and things, and execute and deliver all further documents required by law or which the Transferee requests for the purpose of vesting in the Transferee the full benefit of the right, title and interest assigned to the Transferee under this Agreement, including executing as soon as reasonably practicable any deeds, agreements or other documents required by the Transferee to effect registration or recordal of the assignment of the Trademark to the Transferee. Transferor authorizes Transferee and Transferee's agents to sign all forms that Transferee considers appropriate to record the Trademark in the name of Transferee.
4. Transferor shall deliver to Transferee (or Transferee's nominated representative) as soon as practicable after the date of this Agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trademark.
5. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) with respect to all or any part of the subject matter of this Agreement. No side agreements to this Agreement exist. Any amendment or supplement to or modification of this Agreement, including this provision, shall be valid only if made in writing.
6. This Agreement shall be governed by and construed in accordance with the substantive laws of Germany, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (*CISG*).
7. Should any provision of this Agreement be or become, or be deemed to be or become, invalid or unenforceable as a whole or in part, the validity and enforceability of the remaining provisions shall not be affected thereby. Any such invalid or unenforceable provision shall, to the extent permitted by law, be deemed replaced by such valid and enforceable provision as comes closest to the economic intent and purpose of such invalid or unenforceable provision. The same shall apply in the event that this agreement contains any gaps (*Vertragslücken*).

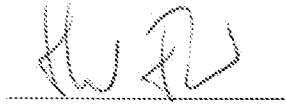
This Agreement is signed by duly authorised representatives of the Parties:

SIGNED
for and on behalf of
TeamViewer UK Limited

) SIGNATURE: 

) NAME: Holger Felgner

SIGNED
for and on behalf of
TeamViewer GmbH

) SIGNATURE: 

) NAME: Holger Felgner

Annex 1 – Trademark details

Mark	Country	Serial No.	App. Date	Reg. No.	Reg. Date
TEAMVIEWER	USA	85/974,382	1 July 2013	4578715	8 August 2014