

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zoho Holdings, Inc.,		07/08/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Zoho Corporation Private Limited		
Street Address:	DLF IT Park, Block 7, Ground floor,		
Internal Address:	No. 1/124, Shivaji Garden, Nandambakkam Post,		
City:	Chennai		
State/Country:	INDIA		
Entity Type:	CORPORATION: INDIA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4052412	SERVICEDESK PLUS	
Registration Number:	4052383	ADMANAGER PLUS	
Registration Number:	3999907	CONTINUOUS STREAM MINING ENGINE	
Registration Number:	3676444	DEVICEEXPERT	
Registration Number:	3622697	VQMANAGER	
Registration Number:	3822602	MANAGEENGINE IT360	
Registration Number:	3822601	IT360	
Registration Number:	3413665	PASSWORDMANAGER PRO	
Registration Number:	3400303	ASSETEXPLORER	
Registration Number:	3447697	OPUTILS	
Registration Number:	3571107	OPMANAGER	
Registration Number:	3470170	SECURE CENTRAL	
Registration Number:	3270920	MANAGEENGINE	
Registration Number:	3900039	ZPOST	

Registration Number:	3260807	ZOHO
Registration Number:	3837557	SITE24X7
Registration Number:	3589443	CLOUDSQL
Registration Number:	3394704	ZOHO
Registration Number:	3487290	ZOHO
Registration Number:	3487289	ZOHO
Serial Number:	85279386	APPLICATIONS MANAGER
Serial Number:	85273069	SUPPORTCENTER PLUS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: legal@zohocorp.com

Correspondent Name: Zoho Corporation Private Limited

Address Line 1: DLF IT Park, Block 7, Ground floor,

Address Line 2: No. 1/124, Shivaji Garden, Nandambakkam

Address Line 4: Chennai, INDIA

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Mary Mayiladumpara
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Signature:	/M Mayiladumpara/
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Date:	10/03/2012
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Total Attachments: 4

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ZOHO Corporation Private Limited

DLF IT Park, Block 7, Ground Floor, No. 1/124,
Shivaji Garden, Moonlight Stop, Nandambakkam Post,
Mount PH Road, Ramapuram, Chennai - 600 089.
Ph: +91- 44 - 2270 7070, Fax: +91- 44 - 2270 7172

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*"), dated as of July 8, 2011, is entered into by Zoho Holdings Inc, a California corporation ("*Assignor*"), and Zoho Corporation Private Limited, an Indian private limited company ("*Assignee*").

WITNESSETH:

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated April 20, 2011 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets, as defined in the Agreement;

WHEREAS, pursuant to Section 1.2 of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, which are included in the Purchased Assets to be transferred at the First Closing, as set forth in the Agreement, including, without limitation, those trademarks, service marks, and trade names listed in Schedule 1 hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*");

WHEREAS, Assignor represents and warrants that it is the owner of the Assigned Trademarks;

WHEREAS, Assignor and Assignee are desirous of transferring all right, title and interest in and to the Assigned Trademarks and said applications and registrations from Assignor to Assignee.

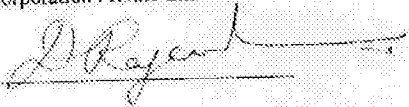
NOW, THEREFORE, in consideration of entering into the Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest worldwide in and to the Assigned Trademarks, including without limitation all registrations that have been or may be granted for any of the Assigned Trademarks, any application to register the same, common law rights in the Assigned Trademarks, including those for which no applications or registrations exist, together with the goodwill symbolized thereby and the goodwill of the business in connection with which the Assigned Trademarks are used or proposed to be used, and further including all claims for damages by reason of past infringement of the Assigned Trademarks, with the right to sue for, and collect, the same for Assignee's own use and benefit. With respect to all of the Assigned Trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the Assigned Trademarks pertain is also being transferred to Assignee pursuant to the Agreement.

Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly
executed on and as of the day and year first above written.

Assignee:

Zoho Corporation Private Limited

By: 

Rajendran Dandapani

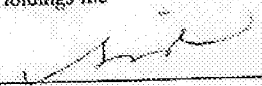
Print Name

Director

Title

Assignor:

Zoho Holdings Inc

By: 

Sridhar Vembu

Print Name

CEO

Title



TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*"), dated as of September 1, 2011, is entered into by Zoho Holdings, Inc., a California corporation formerly known as Zoho Corporation ("*Assignor*"), and Zoho Corporation Private Limited, an Indian private limited company ("*Assignee*").

WITNESSETH:

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated April 20, 2011 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets, as defined in the Agreement;

WHEREAS, pursuant to the Agreement, Assignor, at the First Closing on July 8, 2011, assigned, transferred and conveyed to Assignee certain trademarks, service marks, and trade names, together with related goodwill;

WHEREAS, pursuant to Section 1.2 of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, which are included in the Purchased Assets to be transferred at the Second Closing, as set forth in the Agreement, including, without limitation, those trademarks, service marks, and trade names listed in Schedule 1 hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*");

WHEREAS, Assignor represents and warrants that it is the owner of the Assigned Trademarks;

WHEREAS, Assignor and Assignee are desirous of transferring all right, title and interest in and to the Assigned Trademarks and said applications and registrations from Assignor to Assignee.

NOW, THEREFORE, in consideration of entering into the Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest worldwide in and to the Assigned Trademarks, including without limitation all registrations that have been or may be granted for any of the Assigned Trademarks, any application to register the same, common law rights in the Assigned Trademarks, including those for which no applications or registrations exist, together with the goodwill symbolized thereby and the goodwill of the business in connection with which the Assigned Trademarks are used or proposed to be used, and further including all claims for damages by reason of past infringement of the Assigned Trademarks, with the right to sue for, and collect, the same for Assignee's own use and benefit. With respect to all of the Assigned Trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the Assigned Trademarks pertain is also being transferred to Assignee pursuant to the Agreement.

Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed on and as of the day and year first above written.

Assignee:

Zoho Corporation Private Limited

By: 

Rajendran Dandapani
Print Name

Director
Title

Assignor:

Zoho Holdings, Inc.

By: 

Sridhar Vembu
Print Name

CEO
Title