

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kayako Limited		01/01/2021	Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	ESW Technologies FZ-LLC		
Street Address:	Al-Thuraya Tower-1		
Internal Address:	Office 703, Floor 7		
City:	Media City, Dubai		
State/Country:	UNITED ARAB EMIRATES		
Entity Type:	Free zone limited liability company: UNITED ARAB EMIRATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3440091	KAYAKO	
Registration Number:	5155296	K	
Registration Number:	5146220	K	
Registration Number:	4397952	HELPDESK AS A PLATFORM	
Registration Number:	5007426	KAYAKO	
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>			
Phone:	6125526094		
Email:	leigh.rand@jonespross.com		
Correspondent Name:	Leigh Rand		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 2:	Suite 100		
Address Line 4:	Austin, TEXAS 78732		
DOMESTIC REPRESENTATIVE			
Name:	Jones & Spross		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 2:	Suite 100		

OP \$140.00 3440091

Address Line 4: Austin, TEXAS 78732	
NAME OF SUBMITTER:	Leigh Rand
SIGNATURE:	/Leigh Rand/
DATE SIGNED:	07/26/2021
Total Attachments: 4 source=Kayako Limited-ESW Technologies FZ-LLC TM Assignment 20210101#page1.tif source=Kayako Limited-ESW Technologies FZ-LLC TM Assignment 20210101#page2.tif source=Kayako Limited-ESW Technologies FZ-LLC TM Assignment 20210101#page3.tif source=Kayako Limited-ESW Technologies FZ-LLC TM Assignment 20210101#page4.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Kayako Limited, a company existing under the laws of England and Wales and registered under number 08111402, having its address at 4th Floor, 34 Bridge Street, Reading, England RG1 2LU (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, ESW Technologies FZ-LLC, a free zone limited liability company existing under the regulations of the Dubai Development Authority and registered under license number 94392, having its address at Office 703, Floor 7, Al Thuraya Tower-1, Media City, Dubai, UAE (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 January 1, 2021 (“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:

KAYAKO LIMITED

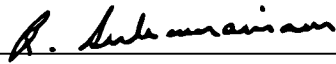
By: 

Name: Andrew S. Price

Title: Director

ASSIGNEE:

ESW TECHNOLOGIES FZ-LLC

By: 

Name: Rahul Subramaniam

Title: Manager

SCHEDULE A
Assigned Trademarks

Owner	Trademark	Country	Filing Date	Serial #	Reg. No.	Reg. Date	Status
Kayako Ltd.	KAYAKO	United States	09/28/2007	77/292,048	3,440,091	06/03/2008	Registered
Kayako Ltd.	K	United States	07/14/2016	87/103,731	5,155,296	03/07/2017	Registered
Kayako Ltd.	K	United States	07/14/2016	87/103,717	5,146,220	02/21/2017	Registered
Kayako Ltd.	HELPPDESK AS A PLATFORM	United States	06/01/2012	85/641,229	4,397,952	09/03/2013	Registered
Kayako Ltd.	KAYAKO	United States	12/08/2015	86/842,185	5,007,426	07/26/2016	Registered
Kayako Ltd.	K	European Union	12/15/2015	014911771		05/10/2016	Registered
Kayako Ltd.	K	United Kingdom	12/15/2015	UK00914911771	UK00914911771	05/10/2016	Registered
Kayako Ltd.	KAYAKO	European Union	12/15/2015	014911631		05/10/2016	Registered
Kayako Ltd.	KAYAKO	United Kingdom	12/15/2015	UK00914911631	UK00914911631	05/10/2016	Registered
Kayako Ltd.	Kayako-HelppdeskEvolved	India	07/30/2016	3323661		07/30/2016	Opposed
Kayako Ltd.	KAYAKO	India					Pending