

## 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
Intrepidus Group, Inc.		02/15/2011	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Phishme, Inc.		
Street Address:	25055 Riding Plaza		
Internal Address:	Suite 260		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20152		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77224741	PHISHME	
CORRESPONDENCE DATA			
Fax Number:	4087736177		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	866-877-4883		
Email:	patents@tnfip.com		
Correspondent Name:	Tarek N. Fahmi, APC		
Address Line 1:	84 W. Santa Clara St.		
Address Line 2:	Suite 550		
Address Line 4:	San Jose, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	84550011-0001		
NAME OF SUBMITTER:	Tarek N. Fahmi		
Signature:	/Tarek N. Fahmi/		

OP \$40.00 77224741

Date:

08/07/2012

**Total Attachments: 4**

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## CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement"), dated as of February 15, 2011 (the "Effective Date"), is made by and between Phishme Inc., a Delaware corporation (the "Company") and Intrepidus Group, Inc., a Virginia corporation (the "Parent").

The Company desires to accept from the Parent, and the Parent desires to contribute to the Company, all of the assets set forth on Schedule A attached hereto (the "Contributed Assets"), all upon the terms and conditions hereinafter set forth.

In consideration of the premises and of the respective mutual agreements, covenants, representations and warranties contained herein, the parties hereto agree as follows:

1. Contribution. Effective as of the close of business on the Effective Date, (i) the Parent shall, and hereby does, assign, contribute, transfer and convey to the Company all of its rights, privileges, title, interest in and to, and obligations and liabilities under, all of the Contributed Assets (the "Contribution").
2. Issuance of Equity. In consideration of the Contribution and effective thereupon, the Parent shall be, and hereby is, issued 12,525,000 shares of the Company's common stock, par value \$0.01 per share.
3. Representations and Warranties. The Parent hereby represents and warrants to the Company that it has good and valid title to the Contributed Assets, free and clear of all Liens (as defined below). For purposes of this Section 3, the term "Liens" shall mean any mortgage, pledge, assessment, security interest, lease, lien, right of possession in favor of any third party, adverse claim, levy, charge or other encumbrance of any kind.
4. Further Assurances. Each party shall execute and deliver such other documents and do such other acts and things as any other party hereto may reasonably request from time to time for the purpose of carrying out the intent and provisions of this Agreement.
5. Entire Agreement. This Agreement, together with the schedules hereto, represents the entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all other oral or written agreements among them with respect to the subject matter hereof, which are hereby rendered null and void.
6. Binding Effect; Assignability. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. No Modification. No amendment or modification of this Agreement shall be valid unless made in writing and signed by all of the parties hereto.
8. Waiver. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor will any single or partial exercise thereof preclude any further exercise of the full rights, powers and privileges granted hereunder.
9. Severability. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument.
11. Governing Law. This Agreement and all matters arising directly or indirectly herefrom will be governed by and interpreted in accordance with the laws of the state of Delaware, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

**PARENT:**

**Intrepidus Group, Inc.**



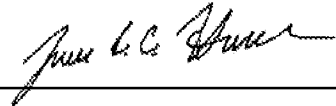
By: \_\_\_\_\_

Name: ROHYT BELANI

Title: CHIEF EXECUTIVE OFFICER

**COMPANY:**

**Phishme Inc.**



By: \_\_\_\_\_

Name:

Title:



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█ [REDACTED]  
█ [REDACTED]  
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█ [REDACTED]  
█ [REDACTED];

(e) "PHISHME" Trademark, Serial No. 77224741; and

(f) [REDACTED]