

## 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
Crossloop, Inc.		06/15/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AVG Netherlands B.V.		
Street Address:	Gatwickstraat 9 -39		
City:	Amsterdam		
State/Country:	NEW JERSEY		
Postal Code:	1043GL		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3467039	CROSSLOOP	
Registration Number:	4029058	CROSSLOOP	
Registration Number:	3648288	CROSSLOOP	
Registration Number:	3857243	CROSSLOOP	
CORRESPONDENCE DATA			
Fax Number:	2159814750		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215.981.4194		
Email:	kennedyp@pepperlaw.com		
Correspondent Name:	Paul J. Kennedy		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	Elgtheenth and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	134176.11		

OP \$115.00 3467039

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Paul J. Kennedy
Signature:	/Paul J. Kennedy/
Date:	01/31/2014

Total Attachments: 5

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made and dated as of July 6, 2012, by and among AVG Exploit Prevention Labs, Inc., a Delaware corporation, (the "Buyer"), AVG Netherlands B.V., a company organized under the laws of the Netherlands (the "IP Buyer"), and together with the Buyer, the "Buyer Parties") and CrossLoop, Inc., a California corporation ("Seller").

### WITNESSETH:

WHEREAS, the Buyer Parties and Seller have entered into that certain Asset Purchase Agreement, dated as of June 15, 2012 (the "Purchase Agreement"), pursuant to which Seller agreed to sell, and the Buyer Parties agreed to purchase, substantially all of Seller's assets; and

WHEREAS, subject to the terms and conditions of the Purchase Agreement, the Buyer Parties have agreed to assume, pay, perform and discharge, when due, the Contract Liabilities (as defined in the Purchase Agreement); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Buyer Parties and Seller agree as follows:

1. **Definitions.** Unless otherwise defined, capitalized terms used in this Agreement have the meanings given to them in the Purchase Agreement.

2. **Assumption of Contracts.** Seller hereby transfers and assigns to the Buyer Parties, subject to and pursuant to the terms of the Purchase Agreement, all right, title and interest in and to the Assumed Contracts. The Buyer Parties hereby accept the foregoing assignment and transfer of the Assumed Contracts.

3. **Assumption of Liabilities.** The Buyer Parties hereby assume and agree to pay, perform and discharge, when due, the Contract Liabilities. Notwithstanding the foregoing, the Buyer Parties do not hereby assume or agree to perform, pay or discharge, and Seller shall remain liable for, all of the Retained Liabilities.

4. **Further Assurances.** Nothing contained in this Agreement shall be construed as an assignment or an attempt to assign any contract, claim, demand or right which is nonassignable or which an attempt to assign would constitute a breach or violation of such contract, claim, demand or right or which is commingled with contracts, claims, demands or rights which are not part of the Purchased Assets and therefore are not intended to be assigned or transferred.

5. **Further Assurances.** If at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Agreement, including, without limitation,

the execution of additional instruments, the parties to this Agreement shall take all such necessary action.

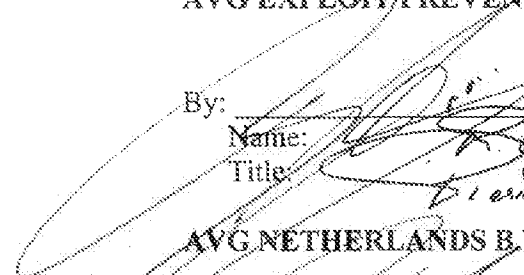
6. ***Purchase Agreement.*** This Agreement is made subject to and with the benefit of the respective representations and warranties, agreements, covenants, terms, conditions, indemnification provisions, limitations and other provisions of the Purchase Agreement (including without limitation the schedules attached thereto), which are incorporated herein by reference. The Buyer Parties, by their execution of this Agreement, and Seller, by its acceptance of this Agreement, hereby acknowledge and agree that neither the representations and warranties nor the rights and remedies of the parties under the Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this instrument. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall take precedence and control.

7. ***Miscellaneous.*** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts-of-laws rules thereof. This Agreement shall not be assigned or transferred by operation of law or otherwise without the consent of the other parties hereto; provided, however, the Buyer Parties may assign or transfer this Agreement to any successor to or transferee of all or substantially all of their assets. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. The exchange of copies of this Agreement and of executed signature pages by facsimile transmission or by email transmission in portable digital format (.pdf), or similar format, shall constitute effective execution and delivery of such instrument(s) as to the parties and may be used in lieu of the original Agreement for all such purposes. Signatures of the parties transmitted by facsimile, or by email in portable digital format (.pdf), or similar format, shall be deemed to be their original signatures for all purposes. This Agreement may be amended, modified or supplemented only by a written instrument signed by all of the parties hereto.

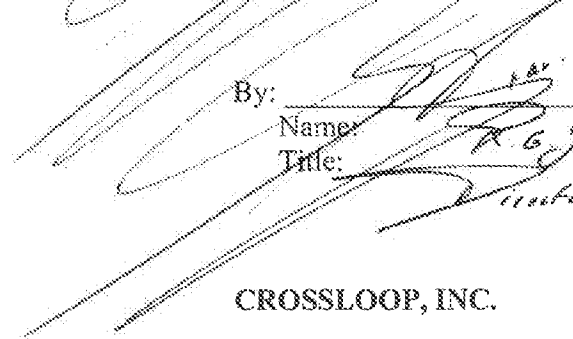
*[Signature Page Follows]*

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

AVG EXPLOIT/PREVENTION LABS, INC.

By:   
Name: R.G.J. Blazman  
Title: Director

AVG NETHERLANDS B.V.

By:   
Name: R.G.J. Blazman  
Title: Director

CROSSLOOP, INC.

By: \_\_\_\_\_  
Name:  
Title:

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

**AVG EXPLOIT PREVENTION LABS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**AVG NETHERLANDS B.V.**

By: \_\_\_\_\_  
Name:  
Title:

**CROSSLOOP, INC.**

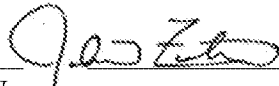
By:  \_\_\_\_\_  
Name: John Zicker  
Title: CEO

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No.</i>	<i>Registration No.</i>
CROSSLOOP	U.S.		3,467,039
CROSSLOOP	U.S.		4,029,058
CROSSLOOP	U.S.		3,648,288
CROSSLOOP	U.S.		3,857,243
HELPLLOOP	U.S.	77/328,536	
CROSSLOOP	Brazil	829718591	
CROSSLOOP	Canada	TMA774,487	
CROSSLOOP	CTM		6897301
CROSSLOOP	India	1686663	
CROSSLOOP	India	1686664	
CROSSLOOP	India	1686662	
CROSSLOOP	India	1686665	
CROSSLOOP	Israel	211686	