

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305037

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| M86 Americas, Inc. | | 02/22/2012 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | M86 Security, Inc. | | |
| Street Address: | 8845 Irvine Centre Drive | | |
| City: | Irvine | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92618 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2629135 | 8E6 | |
| Registration Number: | 3582479 | 8E6 MOBILECLIENT | |
| Registration Number: | 3597429 | 8E6 PROXYBLOCKER | |
| Registration Number: | 3878584 | M86 SECURITY | |
| Registration Number: | 3872067 | M86 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125809696 | | |
| <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: | 3125801020 | | |
| Email: | mbuckley@hfzlaw.com | | |
| Correspondent Name: | Hanley, Flight & Zimmerman LLC | | |
| Address Line 1: | 150 South Wacker Drive, Suite 2200 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Marianne Buckley | | |
| SIGNATURE: | /Marianne Buckley/ | | |
| DATE SIGNED: | 05/20/2014 | | |
| Total Attachments: 3 | | | |
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| source=M86 Americas - M86 Security Assignment#page2.tif | | | |

OP \$140.00 2629135



TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT dated the Twenty-Second day of February Two Thousand and Twelve is made by and between M86 Security, Inc. whose principal office is at 8845 Irvine Centre Drive, Irvine, California 92618, United States of America (hereinafter referred to as "M86 Security Parent") AND M86 Americas, Inc. whose principal office is at 8845 Irvine Centre Drive, Irvine, California 92618, United States of America (hereinafter referred to as "M86 Security Subsidiary").

WHEREAS, M86 Security Parent and M86 Security Subsidiary are both in the business of, inter alia, the development, distribution, marketing and licensing of computer software products, and

WHEREAS, M86 Security Parent is the ultimate holding company of M86 Security Subsidiary, and

WHEREAS, M86 Security Subsidiary is the owner of certain registered and unregistered trademarks (as more specifically described hereinbelow), and

WHEREAS, the parties hereto are desirous of M86 Security Subsidiary transferring to M86 Security Parent all of the trademarks legally and beneficially in its possession so that the foregoing may be more effectively administered and managed by M86 Security Parent.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained and intending to be legally bound by the provisions of this Agreement, the parties hereto agree as follows:

I. DEFINITIONS AND INTERPRETATION

1.1 Definitions For the purposes of this Agreement "Trademarks" shall mean all of the trademarks, whether registered or unregistered (including, but without limitation, trade names, trademarks, trademark applications, service marks, and trade dress); and all other trademark-like rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of California, or any other state, country or jurisdiction; owned (whether legally, equitably, beneficially, or otherwise) by M86 Security Subsidiary at the date hereof.

1.2 Interpretation

1.2.1 All references to Clauses, Sub-clauses, Schedules and Appendices are to Clauses, Sub-clauses, Schedules and Appendices of this Agreement.

1.2.2 Words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine gender; and words importing persons shall include corporations.

1.2.3 References to accounts, records and/or information shall include any means or modes of storage or retrieval of the same including (but without limiting the generality of the foregoing) computer disk, tape, cassette, microfiche, Internet, intranet and the like.

Initialed by M86 Security Parent: [.....]

Initialed by M86 Security Subsidiary: [.....]



----- INTRA-GROUP COMPANY
TRADEMARK ASSIGNMENT AGREEMENT -----
----- COMPANY CONFIDENTIAL -----

1.2.4 The Clause Headings in this Agreement are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement.

1.2.5 M86 Security Parent and M86 Security Subsidiary specifically represent, each to the other, that this Agreement is the exclusive and comprehensive exposition of their consensus on the subject-matter expressed herein and that any interpretation and/or construction hereof shall be made solely and exclusively with reference to the content hereof.

1.2.6 This Agreement may not be changed or modified in any way subsequent to the date of execution hereof except in writing by the parties hereto. Without prejudice to the generality of the foregoing, no implied term or variation, addition or deletion may arise by usage, custom or trade, course of dealing, representation or course of performance or by M86 Security Parent and/or M86 Security Subsidiary's conduct in relation hereto or to each other.

3. ASSIGNMENT OF THE TRADEMARKS

M86 Security Subsidiary hereby irrevocably assigns, transfers and conveys to M86 Security Parent all right, title and interest in and to the Trademarks, free and clear of all claims, liens, pledges, security interests and other like encumbrances.

4. ASSISTING AND COOPERATING IN THE AMENDMENT OF TRADEMARK REGISTRIES

M86 Security Subsidiary shall upon the date hereof and thereafter: cooperate fully and promptly with M86 Security Parent and all third parties, including without limitation, any jurisdictions trademark registry ("Registrar"), to register the foregoing transfer in Clause 3. hereinabove as soon as reasonably possible, including (without limitation) by prompt response to and compliance with all transfer instructions from the Registrar, prompt completion, signature, notarization and/or filing of all documents, and prompt provision of all login, password and other information, necessary to allow M86 Security Parent exclusive control over the Trademarks.

5. WARRANTIES AND LIABILITY

5.1 Neither party makes any representation or warranty, express or implied, of any kind whatsoever and there shall be excluded from this Agreement any warranties or conditions, either express or implied, statutory or otherwise. Without prejudice to the generality of the foregoing, no implied warranties of quality or fitness for a particular purpose are given hereunder, and no implied warranty arising by usage or trade, course of dealing, or course of performance is made by either party nor shall any such implied warranty arise by this Agreement and/or any party's conduct in relation hereto or to each other.

5.2 In no event shall any party be liable to the other for any direct, incidental, indirect, special or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to this Agreement or for any claim by any third party (whether arising out of contract, negligence or strict liability in tort or otherwise).

6. MISCELLANEOUS PROVISIONS

6.1 **Partial Ineffectiveness.** If any term or provision or part of this Agreement, not being of a fundamental nature, shall be held illegal or unenforceable, it is to that extent deemed omitted; the validity and enforceability of the remainder of this Agreement shall not be affected.

Initialed by M86 Security Parent: [.....]

Initialed by M86 Security Subsidiary: [.....]



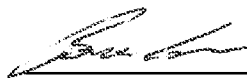
--- INTRA-GROUP COMPANY
TRADEMARK ASSIGNMENT AGREEMENT ---
--- COMPANY CONFIDENTIAL ---

6.2 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, understandings and negotiations. M86 Security Parent and M86 Security Subsidiary specifically represent, each to the other, that there are no additional, contemporaneous or supplemental agreements between them related in any way to the Trademarks or the use and service thereof unless copies of the same are presently attached hereto and made a part hereof. This Agreement may not be changed or modified in any way subsequent to the date of execution hereof except in writing by the parties hereto.

6.3 **Counterparts.** This Agreement may be executed in any number of counterparts, including facsimile and/or electronic counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same Agreement.

6.4 **Proper Law and Forum.** This Agreement shall be governed by the laws of the State of California. Any dispute arising from or relating to this Agreement shall be brought in a court of competent jurisdiction located in Santa Clara County, California, and M86 Security Parent and M86 Security Subsidiary each submits to the exclusive jurisdiction and venue of such courts for any action or proceeding arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

Signed: 

Signed: 

Name : Bruce Green

Name : Bruce Green

Title : PRESIDENT

Title : PRESIDENT

For and on behalf of
M86 Security, Inc.
("M86 Security Parent")

For and on behalf of
M86 Americas, Inc.
("M86 Security Subsidiary")

Dated : 22/2/2012

Dated : 22/2/2012

Initialed by M86 Security Parent: 

Initialed by M86 Security Subsidiary: 