# CH \$65.00 3236<sup>,</sup>

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM335438

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CRYPTZONE INTERNATIONAL AKTIEBOLAG		12/31/2014	COMPANY: SWEDEN

#### **RECEIVING PARTY DATA**

Name:	CRYPTZONE US, INC.		
Street Address:	One Tara Boulevard, Suite 104		
City:	Nashua		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03062		
Entity Type:	CORPORATION: DELAWARE		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3236195	MINDTERM
Registration Number:	2806896	APPGATE

#### CORRESPONDENCE DATA

**Fax Number:** 3059615556

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.

Phone:3055790558Email:chius@gtlaw.com

Correspondent Name: Sandy Chiu

**Address Line 1:** Greenberg Traurig, P.A.

Address Line 2: 333 S.E. 2nd Avenue, Suite 4400

Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER:	152518.010000
NAME OF SUBMITTER:	Sandy Chiu
SIGNATURE:	/Sandy Chiu/
DATE SIGNED:	03/18/2015

**Total Attachments: 11** 

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source=General Intellectual Property Assignment Cryptzone International Aktiebolag to Cryptzone US Inc#page2.tif source=General Intellectual Property Assignment Cryptzone International Aktiebolag to Cryptzone US Inc#page3.tif source=General Intellectual Property Assignment Cryptzone International Aktiebolag to Cryptzone US Inc#page4.tif source=General Intellectual Property Assignment Cryptzone International Aktiebolag to Cryptzone US Inc#page5.tif source=General Intellectual Property Assignment Cryptzone International Aktiebolag to Cryptzone US Inc#page7.tif source=General Intellectual Property Assignment Cryptzone International Aktiebolag to Cryptzone US Inc#page8.tif source=General Intellectual Property Assignment Cryptzone International Aktiebolag to Cryptzone US Inc#page9.tif source=General Intellectual Property Assignment Cryptzone International Aktiebolag to Cryptzone US Inc#page9.tif source=General Intellectual Property Assignment Cryptzone International Aktiebolag to Cryptzone US Inc#page9.tif source=General Intellectual Property Assignment Cryptzone International Aktiebolag to Cryptzone US Inc#page9.tif source=General Intellectual Property Assignment Cryptzone International Aktiebolag to Cryptzone US Inc#page9.tif

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#### GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

THIS GENERAL INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is executed and delivered effective as of this 31st day of December, 2014 ("Effective Date") by Cryptzone International Aktiebolag, a Swedish company, with its address at Drakegatan 7, 412 50 Goteborg, Sweden ("Assignor"), to and in favor of Cryptzone US Inc., a Delaware corporation, with its principal offices at One Tara Boulevard, Suite 104, Nashua, New Hampshire 03062 USA ("Assignee").

#### **RECITALS**

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in any and all jurisdictions throughout the world in and to all of the Assignor's intellectual property, including, without limitation, any and all rights that Assignor may own or otherwise have with respect to (a) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisionals, revisions, extensions and reexaminations thereof; (b) trademarks, service marks, trade dress, logos, slogans, trade names, domain names, and name and likeness rights, together with all goodwill of the business connected with the use of and symbolized by any of the foregoing, and applications, registrations and renewals in connection therewith and including all common law rights and the benefit of prior use of same; (c) copyrights and copyrightable works of authorship, including but not limited to, photographs, website content, brochures, compilations, marketing materials, software and databases, and applications, registrations and renewals in connection therewith, including the right to revise such works; (d) trade secrets and confidential information (including ideas, research and development, know-how, inventions, formulas, compositions, manufacturing and production processes and techniques, designs, drawings and specifications); (e) copies and tangible embodiments of any of the foregoing in whatever form or medium in Assignor's possession or control; and (f) all other intellectual property created by or for or otherwise owned by Assignor, as well as related treaty rights, and any licenses granted to Assignor with respect to any intellectual property rights, including without limitation, the items described in Schedule A attached hereto (all of the foregoing collectively hereinafter referred to as the "Intellectual Property").

NOW, THEREFORE, for \$10.00 (US) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Intellectual Property for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated therewith and all other corresponding rights that are or may be secured under the laws and/or treaties of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other

unauthorized use of the Intellectual Property, with the right to sue for and collect the same in Assignee's own name.

Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Intellectual Property.

Assignor represents and warrants that: (i) Assignor is the sole and exclusive owner of the entire rights, title and interest in and to the Intellectual Property (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances of any kind; (ii) Assignor has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) Assignor has not executed, and will not execute, any agreement or other instrument in conflict herewith. Assignor shall indemnify, defend and hold Assignee harmless from and against any liability, claim or other obligation (including but not limited to any attorneys fees, court costs or other expenses) incurred by or made against Assignee resulting from the breach of any of the foregoing representations and warranties.

Assignor shall take, and shall cause its employees and independent contractors to take, all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property and this Assignment; (3) obtaining by Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

#### ASSIGNOR:

CRYPTZONE INTERNATIONAL AKTIEBOLAG, a Swedish company

Name: Ilija Batljan

Name: Ilija Batlj Title: Director

[Signature Page to General Intellectual Property Assignment]

# **ASSIGNEE:**

CRYPTZONE US INC., a Delaware corporation

Title: President

# **SCHEDULE A**

#### **INTELLECTUAL PROPERTY**

# A. Marks

All marks owned by Assignor, including, without limitation, those listed on the attached list.

# B. <u>Domain Names</u>

All domain names owned by Assignor, including, without limitation, those listed on the attached list.

# C. Copyrights/Works of Authorship

All website screens and content, graphics and artwork, advertisements, brochures, marketing materials, technical drawings, plans, designs, photographs, content, data compilations, databases, software and any other works of authorship owned by Assignor.

# D. <u>Patents/Patent Applications</u>

All patents and patent applications owned by Assignor, including, without limitation, those listed on the attached list.

# E. Know-How/Trade Secrets/Inventions

All of Assignor's know-how, trade secrets, confidential information, inventions and proprietary technology relating to Assignor's products, services, and business.

## F. Licenses

All licenses granted to Assignor with respect to any of the foregoing items or any other intellectual property, including, without limitation, those listed on the attached list.

# **Hits Overview**

Vedemak).	Database	Applicati Application	Reg No // Reg date	Classes .	Owner Name (4)	Renewal date
MINDTERM	U.S. Federal	78741972 27-OCT-2005	3236195 01-MAY-2007	9 38 42	CRYPTZONE INTERNATIONAL AKTIEBOLAG	01-MAY-2017
APPGATE	U.S. Federal	76100783 01-AUG-2000	2806896 20-JAN-2004	9 38 42	CRYPTZONE INTERNATIONAL AKTIEBOLAG	20-JAN-2014
MINDTERM	Sweden	2001/02709 24-APR-2001	355094 10-MAY-2002	9 38 42	Cryptzone International Aktiebolag	10-MAY-2022
APPGATE	Sweden	2000/00782 01-FEB-2000	340268 15-SEP-2000	9 38 42	Cryptzone International Aktiebolag	15-SEP-2020
APPGATE	Community Trademarks	4744082 16-NOV-2005	4744082 23-APR-2007	9 38 42	Cryptzone International Aktiebolag	16-NOV-2015
MINDTERM	Community Trademarks	4744074 16-NOV-2005	4744074 05-DEC-2006	9 38 42	Cryptzone International Aktiebolag	16-NOV-2015

Page 2 Reference: 96116-001

# Full Text Record(s)

#### 

Image

# **MINDTERM**

Trademark MINDTERM

**Cross References MIND TERM** 

Design Type BLOCK LETTERS

Database U.S. Federal

**Application Number 78741972** 

Registration Number 3236195

Status REGISTERED

Affidavit Section REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.

Affidavit Date 17-JUN-2013

Status According to PTO (702) SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

USPTO Status Date 17-JUN-2013

Application Date 27-OCT-2005

Published 13-FEB-2007

Registration Date 01-MAY-2007

International Class(es) 9 (Electrical and scientific apparatus)

38 (Communications services)

42 (Scientific and technological services)

Goods and Services (INT. CL. 9) RECORDED COMPUTER SOFTWARE FOR COMPUTER NETWORK SECURITY

AND ACCESSING COMPUTER NETWORKS; [ COMPUTERS ]

(INT. CL. 38) TELECOMMUNICATIONS SERVICES, NAMELY SECURE ELECTRONIC MAIL SERVICES; COMPUTER-SUPPORTED TRANSFER OF MESSAGES AND IMAGES BY

TELECOMMUNICATIONS

(INT. CL. 42) COMPUTER PROGRAMMING; CONSULTATIONS REGARDING COMPUTERS AND

**COMPUTER SOFTWARE** 

Post Registration Owner CRYPTZONE INTERNATIONAL AKTIEBOLAG

SWEDEN LIMITED LIABILITY CO.

DRAKEGATAN 7 GOTEBORG 412 50 SE (SWEDEN)

Registrant APPGATE NETWORK SECURITY AB

SWEDEN JOINT STOCK COMPANY

OTTERHÄLLEGATAN 2 GÖTEBORG 411 18 SE (SWEDEN)

Owner at Publication APPGATE NETWORK SECURITY AB

SWEDEN JOINT STOCK COMPANY

OTTERHÄLLEGATAN 2 GÖTEBORG 411 18 SE (SWEDEN)

Applicant APPGATE NETWORK SECURITY AB

SWEDEN JOINT STOCK COMPANY

OTTERHÄLLEGATAN 2 GÖTEBORG 411 18 SE (SWEDEN)

Assignment Information Assignee:

CRYPTZONE INTERNATIONAL AKTIEBOLAG SWEDEN LIMITED LIABILITY COMPANY

Page 3

Reference: 96116-001

DRAKEGATAN 7 GOTEBORG 412 50

SE (SWEDEN)

**Assignor:** 

APPGATE NETWORK SECURITY AB SWEDEN JOINT STOCK COMPANY

Correspondent:

JENNIFER LEE TAYLOR / MORRISON FOERSTER

**425 MARKET STREET** 

SAN FRANCISCO, CA 94105-2482

Brief: CHANGE OF NAME Signed: 03-JAN-2011 Recorded: 28-MAY-2013 Reel/Frame: 5036/0400

Foreign Registration Claimed 0355094

0355094

Foreign Registration Date 10-MAY-2002

10-MAY-2002

Foreign Registration Expires 10-MAY-2012

12-MAY-2012

Foreign Registration Country Sweden

Sweden

Filing Attorney JENNIFER LEE TAYLOR

Reference Number 544212400200

Correspondent Info JENNIFER LEE TAYLOR

**MORRISON & FOERSTER LLP** 

425 MARKET ST

SAN FRANCISCO CA 94105-2482

History 17-JUN-2013 NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - MAILED

17-JUN-2013 REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.

14-JUN-2013 REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED

14-JUN-2013 TEAS RESPONSE TO OFFICE ACTION-POST REG RECEIVED

05-JUN-2013 AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP

21-MAY-2013 POST REGISTRATION ACTION MAILED - SEC. 8 & 15

21-MAY-2013 CASE ASSIGNED TO POST REGISTRATION PARALEGAL

01-MAY-2013 TEAS SECTION 8 & 15 RECEIVED

01-MAY-2007 REGISTERED-PRINCIPAL REGISTER

13-FEB-2007 PUBLISHED FOR OPPOSITION

24-JAN-2007 NOTICE OF PUBLICATION

16-DEC-2006 LAW OFFICE PUBLICATION REVIEW COMPLETED

16-DEC-2006 ASSIGNED TO LIE

01-DEC-2006 APPROVED FOR PUB - PRINCIPAL REGISTER

21-SEP-2006 TEAS/EMAIL CORRESPONDENCE ENTERED

11-SEP-2006 CORRESPONDENCE RECEIVED IN LAW OFFICE

11-SEP-2006 TEAS RESPONSE TO OFFICE ACTION RECEIVED

08-MAY-2006 NON-FINAL ACTION MAILED

08-MAY-2006 NON-FINAL ACTION WRITTEN

30-APR-2006 ASSIGNED TO EXAMINER

01-NOV-2005 NEW APPLICATION ENTERED IN TRAM

Reference: 96116-001

Trademark APPGATE

**Cross References APP GATE** 

**Design Type WORD ONLY** 

Database U.S. Federal

**Application Number 76100783** 

Registration Number 2806896

Status RENEWED (REGISTERED)

Section 44(D)

Extra Status Data CANCELLED SECTION 8 IN INT. CL. 42. ONLY O.G. 2-16-2010

Affidavit Section REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED

Affidavit Date 22-JAN-2014

Status According to PTO (800) REGISTERED AND RENEWED

USPTO Status Date 22-JAN-2014

Application Date 01-AUG-2000

Allowance Filed 24-SEP-2002

Published 02-JUL-2002

Extension Approved 12-MAY-2003

Registration Date 20-JAN-2004

OG Renewal 25-FEB-2014

Renewed 20-JAN-2014

International Class(es) 9 (Electrical and scientific apparatus)

38 (Communications services)

42 (Scientific and technological services)

Goods and Services (INT. CL. 9) RECORDED COMPUTER SOFTWARE FOR USE IN THE FIELD OF COMPUTER

SECURITY

(INT. CL. 38) PROVIDING ELECTRONIC TRANSMISSION OF MESSAGES AND IMAGES VIA

COMPUTERS

(INT. CL. 42) [ CONSULTATION SERVICES IN THE FIELD OF SOFTWARE AND COMPUTERS;

**COMPUTER PROGRAMMING ]** 

International Class International Class: 09

First Used: JAN-1999
In Commerce: MAR-2000
International Class: 38
First Used: JAN-1999
In Commerce: MAR-2000
International Class: 42
First Used: JAN-1999
In Commerce: MAR-2000

Post Registration Owner CRYPTZONE INTERNATIONAL AKTIEBOLAG

SWEDEN LIMITED LIABILITY CO.

DRAKEGATAN 7 GOTEBORG 412 50 SE (SWEDEN)

Registrant APPGATE NETWORK SECURITY AB

SWEDEN JOINT STOCK COMPANY STORA BADHUSGATAN, 18-20

GOTEBORG 411 21 SE (SWEDEN)

Post Publication Owner APPGATE NETWORK SECURITY AB

SWEDEN JOINT STOCK COMPANY STORA BADHUSGATAN, 18-20

GOTEBORG 411 21 SE (SWEDEN)

Owner at Publication APPGATE AB

Reference: 96116-001

SWEDEN JOINT STOCK COMPANY STORA BADHUSGATAN 18-20 411 21 GOTEBORG SE (SWEDEN)

Applicant APPGATE AB

SWEDEN JOINT STOCK COMPANY STORA BADHUSGATAN 18-20 411 21 GOTEBORG SE (SWEDEN)

#### Assignment Information Assignee:

APPGATE NETWORK SECURITY AB SWEDEN JOINT STOCK COMPANY STORA BADHUSGATAN, 18-20 GOTEBORG 411 21

SE (SWEDEN)
Assignor:
APPGATE AB

SWEDEN JOINT STOCK COMPANY

Correspondent:

MORRISON & FOERSTER LLP
JENNIFER LEE TAYLOR
425 MARKET STREET
SAN FRANCISCO, CA 94105-2482
Brief: ASSIGNS THE ENTIRE INTEREST

Signed: 16-JAN-2003 Recorded: 21-JAN-2003 Reel/Frame: 2599/0505

#### Assignee:

CRYPTZONE INTERNATIONAL AKTIEBOLAG SWEDEN LIMITED LIABILITY COMPANY

DRAKEGATAN 7 GOTEBORG 412 50 SE (SWEDEN) Assignor:

APPGATE NETWORK SECURITY AB SWEDEN JOINT STOCK COMPANY

Correspondent:

JENNIFER LEE TAYLOR / MORRISON FOERSTER

425 MARKET STREET

**SAN FRANCISCO, CA 94105-2482** 

Brief: CHANGE OF NAME Signed: 03-JAN-2011 Recorded: 28-MAY-2013 Reel/Frame: 5036/0400

Foreign Application Claimed 00-00782

Foreign Application Date 01-FEB-2000

Foreign Application Country Sweden

Foreign Registration Claimed 340268

Foreign Registration Date 15-SEP-2000

Foreign Registration Expires 15-SEP-2010

Foreign Registration Country Sweden

Filing Attorney JENNIFER LEE TAYLOR

Reference Number 54421-24001.

Correspondent Info JENNIFER LEE TAYLOR

MORRISON & FOERSTER LLP 425 MARKET STREET

SAN FRANCISCO CA 94105-2482

Domestic Representative D. PETER HOCHBERG

History 22-JAN-2014 NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED

22-JAN-2014 REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS) 22-JAN-2014 REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED 16-JAN-2014 REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED 16-JAN-2014 TEAS SECTION 8 & 9 RECEIVED 05-JUN-2013 AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP 14-JAN-2010 REGISTERED - PARTIAL SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK. 12-JAN-2010 REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED 13-JAN-2010 CASE ASSIGNED TO POST REGISTRATION PARALEGAL 12-JAN-2010 TEAS SECTION 8 & 15 RECEIVED 20-JAN-2004 REGISTERED-PRINCIPAL REGISTER 15-OCT-2003 ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED 14-OCT-2003 CASE FILE IN TICRS 12-SEP-2003 STATEMENT OF USE PROCESSING COMPLETE 12-SEP-2003 USE AMENDMENT FILED 12-SEP-2003 PAPER RECEIVED 12-MAY-2003 EXTENSION 1 GRANTED 20-MAR-2003 EXTENSION 1 FILED 20-MAR-2003 TEAS EXTENSION RECEIVED 27-JAN-2003 PAPER RECEIVED 24-SEP-2002 NOA MAILED - SOU REQUIRED FROM APPLICANT 02-JUL-2002 PUBLISHED FOR OPPOSITION 12-JUN-2002 NOTICE OF PUBLICATION 19-FEB-2002 APPROVED FOR PUB - PRINCIPAL REGISTER 16-NOV-2001 CORRESPONDENCE RECEIVED IN LAW OFFICE 09-NOV-2001 LETTER OF SUSPENSION MAILED 10-AUG-2001 CORRESPONDENCE RECEIVED IN LAW OFFICE 08-FEB-2001 NON-FINAL ACTION MAILED 31-JAN-2001 ASSIGNED TO EXAMINER

30-JAN-2001 ASSIGNED TO EXAMINER

Page 7 Reference: 96116-001