

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Autonomy, Inc.		09/30/2015	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	KeepItSafe, Inc.		
Street Address:	6922 Hollywood Blvd.		
Internal Address:	Suite 500		
City:	Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4342292	LIVEVAULT	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	202-756-8000		
Email:	bmorgan@mwe.com, rkim@mwe.com, washington_ip_docket@mwe.com, hpmorrison@mwe.com		
Correspondent Name:	Richard Y. Kim		
Address Line 1:	500 North Capitol Street, NW		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	085600-0398		
NAME OF SUBMITTER:	Richard Y. Kim		
SIGNATURE:	/Richard Y. Kim/		
DATE SIGNED:	11/03/2015		
Total Attachments: 5 source=Assignment#page1.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 30, 2015 ("Effective Date") by and between Autonomy, Inc., a New Jersey corporation and wholly owned subsidiary of HP ("Assignor"), and KeepItSafe, Inc., a Delaware corporation ("Assignee").

WHEREAS, Hewlett Packard Company, a Delaware corporation ("HP"), Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of August 31, 2015 (as amended, the "Purchase Agreement"), pursuant to which HP and Assignor agreed to assign or cause the assignment of certain patent applications and registrations to Assignee;

WHEREAS, capitalized terms used but not otherwise defined herein shall have those meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark applications and registrations set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws 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, 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 Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignee as the assignee and owner of the Marks. Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Marks. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

The terms of the Purchase Agreement, including but not limited to HP's representations, warranties, covenants, agreements and indemnities relating to the Marks, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. The parties may execute this Assignment in multiple counterparts, any one of


which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile or PDF signature and such facsimile or PDF signature shall be deemed an original. The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

[signatures to follow]

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

ASSIGNEE:

KEEPITSAFE, INC.

By: 
Name: Steve Dunn
Title: President and Treasurer

ASSIGNOR:

AUTONOMY, INC.

By: _____
Name: Christopher H. Yelland
Title: President & Secretary

[Signature Page to US Trademark Assignment Agreement]

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

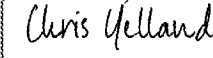
ASSIGNEE:

KEEPITSAFE, INC.

By: _____
Name: _____
Title: _____

ASSIGNOR:

AUTONOMY, INC.

By:  _____
Name: Christopher H. Yelland
Title: President & Secretary

SCHEDULE A

TRANSFERRED REGISTERED MARKS

Country	Mark Name	Status	International Classes	App No.	Registration Number	Record Owners
United States of America	LIVEVAULT	Registered	39,42	85743866	4342292	Autonomy, Inc.

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