

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Malcovery Security, LLC		10/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PhishMe Inc.		
Street Address:	1608 Village Market Blvd., SE, #B-200		
City:	Leesburg		
State/Country:	VIRGINIA		
Postal Code:	20175		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4492471	MALCOVERY	
Registration Number:	4428503	MALCOVERY	
Registration Number:	4794642	THREATHQ	
Registration Number:	4793445	PROTECT YOUR BRAND	
Registration Number:	4793446	PROTECT YOUR NETWORK	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	317-236-1313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A. W. Wong		
Address Line 1:	11 S. Meridian St.		
Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	67018-244628-632		
NAME OF SUBMITTER:	David A. W. Wong		
SIGNATURE:	/dwong/		
DATE SIGNED:	11/16/2015		

CH \$140.00 4492471

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”), dated as of October 9, 2015, is entered into between **Malcovery Security, LLC**, a Delaware limited liability company (“**Seller**”), and **PhishMe Inc.**, a Delaware corporation (“**Purchaser**”). Seller and Purchaser are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.” Unless otherwise provided in this Assignment, capitalized terms not otherwise defined in this Assignment, including in the recitals hereto, shall have the meanings attributed to such terms in the APA (as hereinafter defined).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, entered into between the Parties (the “**APA**”), Seller agreed to sell to Purchaser, and Purchaser agreed to purchase from Seller, Purchased Assets including Trademarks, on the terms and subject to the conditions and exceptions set forth herein and in the APA; and

WHEREAS, to evidence and effect the assignment to Purchaser of the Trademarks, including those Trademarks set forth on Exhibit A attached hereto (the “**Assigned Marks**”), as provided for in the APA, Seller has agreed to deliver this Assignment to Purchaser.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and provisions set forth herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment of Assigned Marks. As of the date first written above, Seller hereby sells, conveys, transfers, assigns and delivers to Purchaser, and Purchaser hereby purchases, takes delivery of, accepts and acquires from Seller, all of Seller’s respective rights, title and interests in, to and under the Assigned Marks in the United States and its territorial possessions and in all foreign countries, together with the goodwill of the business symbolized by the Assigned Marks and all copies and tangible embodiments thereof (in whatever form or medium) and all rights of action arising therefrom, including all claims by reason of, and the right to collect damages for, the past, present or future infringement, dilution or misappropriation thereof.

2. Regulatory Authorities. Seller hereby authorizes the Commissioners for Patents and Trademarks of the U.S. Patent and Trademark Office and other empowered officials of relevant intellectual property offices and other governmental or regulatory authorities in each jurisdiction other than the United States, to record the transfer to Purchaser of all of Seller’s respective rights, title and interests in, to and under the Assigned Marks, and to issue all future registrations and other rights relating to such Assigned Marks to Purchaser.

3. Controlling Document. In the event of any conflict or ambiguity between the terms of this Assignment and the APA, the provisions in the APA shall control. Nothing herein is intended to alter, modify, expand or diminish the terms set forth in the APA.

4. Binding Effect. The provisions of this Assignment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, legal

representatives and assigns; provided, however, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Assignment without the consent of the other party hereto, except that Purchaser may assign its rights hereunder (a) to any Affiliate or (b) to any successor to its business.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of Delaware, without application of its conflict of law principles that would result in the application of the law of any other jurisdiction.

6. Counterparts. This Assignment may be executed in two or more counterparts (including .PDF and other electronic transmissions), each of which shall be deemed an original, but which together shall constitute one and the same instrument with the same effect as if the signatures were on one instrument.

7. Headings. The headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference, and shall not constitute a part of this Assignment nor shall they affect its meaning, interpretation, construction or effect.

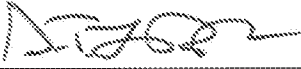
8. Further Assurances. From time to time after the Closing, at the request of Purchaser or Seller but without further consideration, Seller or Purchaser, as the case may be, will each execute and deliver to the other Party such other instruments of conveyance, assignment and transfer and take such other actions as Purchaser and/or Seller reasonably may request in order to consummate the transactions contemplated by the APA and this Assignment.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by duly authorized officers as of the date first above written.

SELLER:

MALCOVERY SECURITY, LLC

By: 
Name: Gerald T. LaBorde, Jr.
Title: President and Chief Executive Officer

PURCHASER:

PHISHME INC.

By: _____
Name: Rohyt Belani
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by duly authorized officers as of the date first above written.

SELLER:

MALCOVERY SECURITY, LLC

By: _____
Name: Gerald T. LaBorde, Jr.
Title: President and Chief Executive Officer

PURCHASER:

PHISHME INC.

By:  _____
Name: Rohyt Belani
Title: President and Chief Executive Officer

EXHIBIT A

Assigned Marks

<u>NAME:</u>	<u>REGISTRATION OR APPLICATION NUMBER:</u>	<u>REGISTRATION DATE:</u>	<u>COUNTRY</u>
Malcovery	4,492,471	March 4, 2014	United States
Malcovery	4,428,503	November 5, 2013	United States
ThreatHQ	4,794,642	August 18, 2015	United States
Protect Your Brand	4,793,445	August 18, 2015	United States
Protect Your Network	4,793,446	August 18, 2015	United States