

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM404189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CyberFlow Analytics, Inc.		08/29/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Webroot Inc.		
Street Address:	385 Interlocken Crescent		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4951661	CYBERFLOW ANALYTICS	
Registration Number:	4951680	FLOWSCAPE	
Registration Number:	4757874	CONTINUOUS THREAT DEFENSE	
Serial Number:	86691718	ANOMALYTICS	
Serial Number:	86837868	CYBERHOOKS	
Serial Number:	86934563	BINOCULAR FUSION ANALYTICS	
CORRESPONDENCE DATA			
Fax Number:	3033571671		
<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:	303-357-1670		
Email:	cestell@merchantgould.com		
Correspondent Name:	Merchant & Gould P.C.		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Dana P. Jozefczyk		
SIGNATURE:	/Dana P. Jozefczyk/		
DATE SIGNED:	11/02/2016		
Total Attachments: 5			

OP \$165.00 4951661

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**IP Assignment Agreement**”), dated as of August 29, 2016, is made between CyberFlow Analytics, Inc., a Delaware corporation (the “**Assignor**”) and Webroot Inc., a Delaware corporation (the “**Assignee**”).

RECITALS

A. The Assignor and the Assignee, among others, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which the Assignor has agreed to sell and the Assignee has agreed to purchase the Seller Intellectual Property Rights. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, the Assignor has agreed to assign and the Assignee have agreed to acquire the Seller Intellectual Property Rights.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor’s entire right, title and interest in and to all of the Seller Intellectual Property Rights owned by Assignor, including the Seller Intellectual Property Rights set forth on **Exhibit A** hereto, and the Seller Intellectual Property Registrations therefor, together with all claims for past infringement or misappropriation of Seller Intellectual Property Rights and the goodwill of the Assignor associated with the Seller Intellectual Property Rights.

2. The rights, title and interest assigned under Section 1 above shall be 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.

3. Where appropriate, Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record Assignee as the Assignee and owner of the Seller Intellectual Property Rights.

4. Assignor hereby covenants and agrees that it shall cease and refrain from all use of all rights, title, and interests assigned under Section 1 above in all countries of the world as of the date hereof.

5. This IP Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This IP Assignment Agreement will be governed by and construed in accordance with the domestic laws of the State of Delaware for contracts entered into and to be performed in

such state without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.


7. This IP Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree and acknowledge that delivery of a signature by facsimile transmission or by e-mail in portable document format (.PDF) shall constitute execution by such signatory and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

8. In the event one or more of the provisions of this IP Assignment Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this IP Assignment Agreement, and this IP Assignment Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this IP Assignment Agreement as of the date first written above.

CYBERFLOW ANALYTICS, INC.

By: 

Name: Steve Nye

Title: President and Chief Executive Officer

WEBROOT INC.

By: 

Name: John Post

Title: Chief Financial Officer

Exhibit A

SELLER INTELLECTUAL PROPERTY RIGHTS

The following patents have been filed:

- **NETWORK INTRUSION DETECTION**
 - Application No. 61887245
 - Filed October 4, 2013
 - Applications filed from 61/887,245:
 - Mofo Ref.: 72538-20001.00, Application No. 15/027,234 (US Application)
 - Mofo Ref.: 72538-20001.40, Application No. PCT/US2014/058915 (PCT Application)
 - Mofo Ref.: 72538-20001.41, Application No. 148504509 (EP Application)
- **BINOCULAR FUSION ANALYTICS**
 - Application No. 62258380
 - Filed November 20, 2015
 - For Binocular Fusion Analytics, the deadline to file a non provisional is November 20, 2016. Cyber Flow plans to file a non-provisional by the deadline, and we have that docketed in the Morrison Foerster system.

The following trademarks have been granted:

- “CyberFlow Analytics”
 - Reg. No. 4,951,661, Class 9 & 42
 - Granted May 3, 2016
- “FlowScape”
 - Reg. No. 4,951,680, Class 9 & 42
 - Granted May 3, 2016
- “Continuous Threat Defense”
 - Reg. No. 4,757,874, Class 9 & 42
 - Granted June 16, 2015

The following trademarks have been filed, but not granted:

- “Anomalytics”
 - Serial No. 86691718
 - Filed on July 13, 2015
 - Notice of Publication December 1, 2015
- “CyberHooks”
 - Serial No. 86837868
 - Filed on December 2, 2015
 - Notice of Allowance issued on June 28, 2016
- “Binocular Fusion Analytics”

- Serial No. 86934563
- Filed on March 9, 2016

A schedule of all future patent actions is attached hereto as Schedule 2.11(b).

The following domain names are Seller Intellectual Property Registrations:

cyberflowanalytics.com (used for our hosted web site)
cyberflowanalytics.net (unused)
cyberflowanalytics.org (unused)
anomalytics.com (never used but anomalytics had a trademark application)
anomalytics.net (never used)
anomalytics.org (never used)
flowscape.com (used for our Amazon AWS SaaS site)