

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HBGary, Inc.		08/27/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CounterTack, Inc.		
Street Address:	1639 11th St. #119		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3966438	INOCULATOR	
Registration Number:	3977026	HBGARY	
Registration Number:	3999275	ACTIVE DEFENSE	
Registration Number:	3896047	RESPONDER	
Registration Number:	3809469	DIGITAL DNA	
CORRESPONDENCE DATA			
Fax Number:	4344736738		
<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:	4342601837		
Email:	hbalmat@balmatlaw.com		
Correspondent Name:	Heather E. Balmat		
Address Line 1:	977 Seminole Trail, #342		
Address Line 4:	Charlottesville, VIRGINIA 22901		
NAME OF SUBMITTER:	Heather E. Balmat		
SIGNATURE:	/HeatherEBalmat/		
DATE SIGNED:	11/08/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is effective as of August 27 2015, and is made by and between HBGARY, INC., a California corporation with a principal place of business at 3604 Fair Oaks Blvd., #250, Sacramento, CA 95864 ("Assignor") and COUNTERTACK, INC., a Delaware corporation with its principal place of business at 1639 11th St. #119, Santa Monica, CA 90404 ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks identified on Schedule I attached hereto (the "Trademarks"), including all of the goodwill of the business symbolized thereby.

WHEREAS, Assignor and Assignee wish to transfer ownership of the Trademarks together with the goodwill of the business symbolized by the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

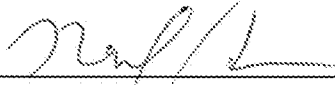
1. Assignment. Assignor hereby conveys, assigns, transfers, and delivers to Assignee, its successors, and assigns all rights, title, and interests in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for registration thereof, in the United States and in all foreign countries or jurisdictions, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries or jurisdictions, 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 the Assignor if this assignment and sale had not been made; and, together with the right to sue for injunctive relief, damages, or any other remedy for infringement of the Trademarks, and receive and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Further Actions. Assignor agrees, for itself and its successors and assigns, to: (i) take such further action, execute such additional documents, provide good faith testimony, and, in general, provide all lawful cooperation reasonably requested of it by Assignee, at Assignee's expense, to perfect Assignee's title in and to the Trademarks and to carry out and fulfill the purposes and intent of this Assignment; and (ii) provide copies of all records and files relating to said Trademarks reasonably requested by Assignee.

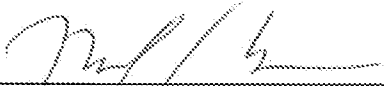
[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by a duly authorized officer as the date first above written.

**ASSIGNOR:
HBGARY, INC.**

By: 
Name: Neal Creighton
Title: Chairman

**ASSIGNEE:
COUNTERTACK, INC.**

By: 
Name: Neal Creighton
Title: CEO

[Schedule to Trademark Assignment]

Schedule I

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
INNOCULATOR	85/176,193	11/13/2010	3,966,438	5/24/2011
HBGARY	85/127,367	9/10/2010	3,977,026	6/14/2011
ACTIVE DEFENSE	85/017,462	4/19/2010	3,999,275	7/19/2011
RESPONDER	77/840,148	10/2/2009	3,896,047	12/28/2010
DIGITAL DNA	77/762,399	6/17/2009	3,809,469	6/29/2010

[Schedule to Trademark Assignment]