

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Architelos, Inc.		10/11/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Afilias PLC		
Street Address:	4th Floor, International House		
Internal Address:	3 Harbourmaster Place, IFSC		
City:	Dublin		
State/Country:	IRELAND		
Postal Code:	D01 K8F1		
Entity Type:	Corporation: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4907132	NAMEENTRY	
Registration Number:	4342396	NAMEENTRY	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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>			
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	HAYNES AND BOONE, LLP		
Address Line 1:	2323 VICTORY AVENUE, SUITE 700		
Address Line 4:	DALLAS, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	53552.6_81625		
DOMESTIC REPRESENTATIVE			
Name:	Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
NAME OF SUBMITTER:	Jeffrey A. Wolfson		
SIGNATURE:	/Jeffrey A. Wolfson/		
DATE SIGNED:	01/06/2017		

OP \$65.00 4907132

Total Attachments: 4

source=Architelos_Afilias_IP_Assignment_Agreement#page1.tif

source=Architelos_Afilias_IP_Assignment_Agreement#page2.tif

source=Architelos_Afilias_IP_Assignment_Agreement#page3.tif

source=Architelos_Afilias_IP_Assignment_Agreement#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "*Assignment*") is made effective as of October 11, 2016 (the "*Effective Date*"), by David W. Carickhoff (the "*Trustee*"), as chapter 7 trustee for Architelos, Inc. ("*Assignor*") and Afiliac PLC, an Irish corporation with offices at 4th Floor, International House, 3 Harbourmaster Place, IFSC, Dublin D01 K8F1, Ireland ("*Assignee*"), pursuant to that certain Asset Purchase Agreement, dated as of August 31, 2016 (the "*Purchase Agreement*"), by and between Assignee and the Trustee. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement.

RECITALS

A. In connection with the Purchase Agreement, the Trustee, on behalf of Assignor, has agreed to transfer and assign to Assignee all of Assignor's right, title and interest in and to the Intellectual Property and related litigation claims set out in Exhibit A (the "*IP Assets*").

B. Assignee desires to obtain all of Assignor's right, title and interest in the IP Assets according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. The Trustee, on behalf of Assignor, hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, the Assignor's entire worldwide right, title and interest in and to the IP Assets, free and clear of any liens, including, without limitation, all associated goodwill, all applications, divisions, reissues, reexaminations, renewals, registrations, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the IP Assets, in each case 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.

Section 2. Further Assurances. Each party agrees to take such actions and use such efforts as set forth in the Purchase Agreement in order to fully consummate the assignment and assumption of the IP assets set forth in this Assignment.

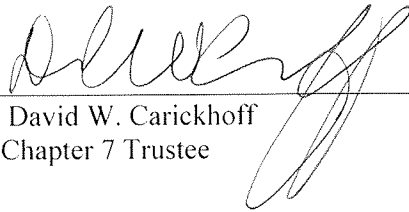
Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

Section 4. GOVERNING LAW. THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

* * * * *

IN WITNESS WHEREOF, Trustee, on behalf of Assignor, and Assignee have executed this Assignment as of the Effective Date.

**DAVID W. CARICKHOFF, CHAPTER 7
TRUSTEE FOR DEBTOR'S ESTATE**

By: 
Name: David W. Carickhoff
Title: Chapter 7 Trustee

AFILIAS PLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Trustee, on behalf of Assignor, and Assignee have executed this Assignment as of the Effective Date.

**DAVID W. CARICKHOFF, CHAPTER 7
TRUSTEE FOR DEBTOR'S ESTATE**

By: _____
Name: David W. Carickhoff
Title: Chapter 7 Trustee

AFILIAS PLC

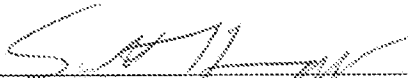
By:  _____
Name: Scott Peapack
Title: VP of General Counsel

Exhibit A

IP Assets

A. NameSentry Source Code, Object Code, and documentation related to the foregoing (collectively, the "**Source Code**");

B. The NameSentry trademark rights, including the following U.S. marks and counterparts in any other jurisdiction (collectively, the "**Trademarks**");

- 1) Reg. No. 4,907,132 (Serial No. 86,461,327) Registered 3/1/2016 (IC 045)
- 2) Reg. No. 4,342,396 (Serial No. 85,745,520) Registered 5/28/2013 (IC 042)
- 3) Serial No. 8,560,3766, filed 4/20/2012 (IC 009), now abandoned;

C. The following domain names:

Dnsdefend.com	Namesentry.info	Tldsentry.com
Namesentry.co	Namesentry.net	Tldverify.com;
Namesentry.com	Namesentry.org	

D. All Patents of the Estate, including the inventions described therein:

- 1) U.S. Patent No. 8,938,801,
- 2) U.S. Patent No. 9,282,078,
- 3) EP Application No. 13158369.2 (also named No. 20130158369),
- 4) U.S. Patent No. 8,800,044,
- 5) EP Application No. 12760627.5 (also named No. 20120760627),
- 6) PCT/US2012/028508, and
- 7) CA 2866822 (collectively, the "**Patent Rights**");

E. All Confidential Information owned, purportedly developed, acquired, or otherwise held by the Estate related to any of the Acquired Assets; and

F. **Litigation Rights**: (I) Any contribution claims or causes of action the Estate may have against any former employees, officers, directors, or consultants, or any joint tortfeasor, related to, arising out of, or regarding the misappropriation of Afiliast's trade secrets, and the conversion of and/or civil conspiracy related to Afiliast's confidential information as determined in *Afiliast PLC v. Architelos, Inc., et al.*, Case No. 1:15-cv-00014-LMB-JFA (E.D. Va.); and

(II) Any claims the Estate may have against any third party for infringement, misappropriation, or other violation, by such third party of any of the intellectual property rights included in Sections (A)-(E) above, along with all damages therefor and all rights to enjoy such intellectual property rights in Sections (A)-(E) as if they had been exclusively owned by Buyer as of the earliest date of conception, development, or authorship thereto.