

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imperva, Inc.		02/23/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Forcepoint LLC		
Street Address:	10900-A Stonelake Blvd., Quarry Oaks 1, Ste. 350		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4954756	SKYFENCE	
CORRESPONDENCE DATA			
Fax Number:	5123225201		
<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:	5123225200		
Email:	tmcentral@pirkeybarber.com		
Correspondent Name:	Jason Fischer		
Address Line 1:	600 Congress Avenue, Suite 2120		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Jason Fischer		
SIGNATURE:	/JCF/		
DATE SIGNED:	03/06/2017		
Total Attachments: 5			
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OP \$40.00 4954756

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

February 23, 2017

WHEREAS, Imperva, Inc. with offices at 3400 Bridge Parkway, Redwood Shores, California 94065 (“Assignor”) owns certain trademarks and/or service marks, and applications and/or registrations for such marks, as listed in Exhibit A attached hereto and incorporated herein by this reference (“Marks”); and

WHEREAS, Forcepoint LLC, a Delaware limited liability company, with offices at 10900-A Stonelake Blvd., Quarry Oaks I, Ste. 350, Austin, TX 78759 (“Assignee”), desires to acquire all of the right, title and interest of Assignor in, to and under the Marks, together with the goodwill of the business symbolized by the Marks;

WHEREAS, Assignee is a successor to the business to which the Marks pertain;

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated February 8, 2017 (the “Asset Purchase Agreement”), assigning, among other things, all right, title and interest in and to the Marks and in and to the registrations and/or applications for same from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which hereby is acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee its entire right, title and interest in and to the Marks, and to the applications and/or registrations for the Marks, together with the goodwill of the business symbolized by, and connected with the use of, the Marks, including, without limitation, all rights to apply for, file, register, maintain, extend or renew same, all rights to transfer and grant licenses and other rights with respect thereto, and all rights to enforce, and bring actions for all past, present and future infringements, misappropriations or other violations of or relating thereto and to settle, and collect and retain the proceeds from, any such actions. Assignee hereby accepts such conveyance, assignment, and transfer.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this document upon request by Assignee. Assignor agrees, at the request and expense of Assignee (but without limiting Assignor’s or Assignee’s obligations under the Asset Purchase Agreement in any way), to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, and vest in, Assignee and its successors and assigns, the entire right, title and interest in and to the Marks and otherwise to effectuate fully the purposes, terms and conditions of this Assignment.

This Agreement, being further documentation of the sales, conveyances, assignments and transfers provided for in the Asset Purchase Agreement, is intended to implement the provisions of the Asset Purchase Agreement and shall not be construed to extend or limit the rights, obligations, representations or warranties of the parties provided in and by the Asset Purchase Agreement, and to the extent any term or provision of this Agreement conflicts with or is inconsistent with any term

or provision of the Asset Purchase Agreement, the term or provision of the Asset Purchase Agreement will control.

This Agreement will inure to the benefit of and be binding upon each of the parties to this Agreement and their respective successors and assigns. Assignee may assign some or all of its rights hereunder, and delegate some or all of its obligations, to one or more of its Affiliates; provided, however, that no such assignment or delegation shall relieve Assignee of any obligations hereunder. This Agreement will in all respects be interpreted, construed and governed by and in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by authorized officers as of the day and year first above written.

THE ASSIGNOR:

IMPERVA, INC.

By: 
Name: Terry Schmid
Title: Chief Financial Officer

THE ASSIGNEE:

FORCEPOINT LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by authorized officers as of the day and year first above written.

THE ASSIGNOR:

IMPERVA, INC.

By: _____

Name: Terry Schmid

Title: Chief Financial Officer

THE ASSIGNEE:

FORCEPOINT LLC

By:  _____

Name: Matthew Santangelo

Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

MARKS

<i>Serial Number</i>	<i>Registration Number</i>	<i>Filing Date</i>	<i>Registration Date</i>	<i>Applicant</i>	<i>Mark or Name</i>	<i>Jurisdiction</i>
86724680	4954756	08/13/15	05/10/16	Imperva, Inc.	SKYFENCE	United States