

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marble Security, Inc.		07/22/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Moscow Acquisition Corp.		
Street Address:	892 Ross Drive		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94089		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86509009	APPHAWK	
Serial Number:	86509010	PRIVACYHAWK	
Registration Number:	4530405	MARBLE ACCESS	
Registration Number:	4129144	TRUSTED ACCESS	
CORRESPONDENCE DATA			
Fax Number:	4085174711		
<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:	408-517-4710		
Email:	mlemley@proofpoint.com		
Correspondent Name:	Michael Lemley		
Address Line 1:	892 Ross Drive		
Address Line 4:	Sunnyvale, CALIFORNIA 94089		
NAME OF SUBMITTER:	Michael S Lemley		
SIGNATURE:	/s Michael S Lemley s/		
DATE SIGNED:	05/16/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is made and entered into as of July 22, 2015 by and between Marble Security, Inc., a Delaware corporation (“*Assignor*”) and Moscow Acquisition Corp., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor, Assignee and certain other parties are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which Assignee has agreed to acquire all of Assignor’s right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, as set forth in the Purchase Agreement, including, without limitation, those trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the “*Assigned Trademarks*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, and that portion of the Business which is ongoing and existing to which the Assigned Trademarks pertain, together with all claims that it might have, at law or in equity, including the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

2. **Further Assurances**. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document.

Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

3. **Miscellaneous.** Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.


The internal law, without regard for conflicts of laws principles, of the State of California shall govern the validity of this Assignment, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by their duly authorized representatives.

MARBLE SECURITY, INC.

By: 
Name: David Jevans
Title: CEO

MOSCOW ACQUISITION CORP.

By: _____
Name: Paul Auvil
Title: President

TRADEMARK

REEL: 006059 FRAME: 0971

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by their duly authorized representatives.

MARBLE SECURITY, INC.

By: _____

Name:

Title:

MOSCOW ACQUISITION CORP.

By: _____

Name: Paul Auvil

Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006059 FRAME: 0972

SCHEDULE I

ASSIGNED TRADEMARKS

US Trademark Application Serial No. 86/509009 for: APPHAWK

US Trademark Application Serial No. 86/509010 for: PRIVACYHAWK

US Trademark Registration 4530405: Marble Access.

US Trademark Registration 4129144 for: Trusted Access.

Trademark: Marble Security (unregistered)