

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forcepoint Federal LLC		07/28/2017	Limited Liability Company: DELAWARE
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: 24			
Property Type	Number	Word Mark	
Serial Number:	86018010	CONVERGENCE	
Serial Number:	78555574	COUNTERSTORM	
Serial Number:	85838044	CROSSVIEW	
Serial Number:	78246759	DATA CLARITY	
Serial Number:	78246770	DIG	
Serial Number:	76465519	DISAMBIGUATOR	
Serial Number:	75921379	DISAMBIGUATOR	
Serial Number:	86493482	HIGH SPEED GUARD	
Serial Number:	78435799	INNERVIEW	
Serial Number:	85003950	RSHIELD	
Serial Number:	85032834	RSHIELD	
Serial Number:	77646261	SECOND LOOK	
Serial Number:	78069322	SECUREOFFICE	
Serial Number:	77241117	SECURITY BLANKET	
Serial Number:	85417847	SECURITY BLANKET	
Serial Number:	74576968	SIDEWINDER	
Serial Number:	86352316	SPOTLIGHT	
Serial Number:	78846028	SUREVIEW	
Serial Number:	77951334	TRUSTED COMPUTER SOLUTIONS	
TRADEMARK			

OP \$615.00 86018010

Property Type	Number	Word Mark
Serial Number:	86249172	TRUSTED GATEWAY SYSTEM
Serial Number:	77123219	TRUSTED THIN CLIENT
Serial Number:	86376645	TRUSTED THIN CLIENT
Serial Number:	76423988	VISUAL ANALYTICS INC
Serial Number:	75921377	VISUALINKS

CORRESPONDENCE DATA

Fax Number: 5123225201

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.

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:	07/31/2017

Total Attachments: 5

source=Forcepoint Federal LLC to Forcepoint LLC TM Assignment[2]#page1.tif

source=Forcepoint Federal LLC to Forcepoint LLC TM Assignment[2]#page2.tif

source=Forcepoint Federal LLC to Forcepoint LLC TM Assignment[2]#page3.tif

source=Forcepoint Federal LLC to Forcepoint LLC TM Assignment[2]#page4.tif

source=Forcepoint Federal LLC to Forcepoint LLC TM Assignment[2]#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of the date of the last signature below (the “Effective Date”), is made by Forcepoint Federal LLC (“**Assignor**”), a Delaware limited liability company, located at 870 Winter Street, Waltham, Massachusetts 02451-1449, in favor of Forcepoint LLC (“**Assignee**”), a Delaware limited liability company, located at 10900-A Stonelake Blvd Quarry Oaks 1, Suite 350, Austin, Texas 78759, the purchaser of certain assets of Assignor pursuant to the Assignment of Patent, Trademarks, and Other Intellectual Property Rights, dated as of January 1, 2016 (the “**IP Assignment**”).

WHEREAS, under the terms of the IP Assignment, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain trademarks owned by Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the IP Assignment, the payment of the consideration stipulated in the IP Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark application set forth in Schedule 1 hereto, the transfer of such application accompanies the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing. The transfer of such application shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such application or the validity or enforceability of registrations issuing from such application;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

Forcepoint Federal LLC

Name: John Holmes

Title: General Counsel

Signature: 

Date: July 28, 2017

STATE OR/COUNTRY OF TEXAS §

§

COUNTY/ OR CITY OF TRAVIS §


Before me, the undersigned authority, on this 28th day of July, 2017, personally appeared John Holmes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is authorized to execute the same on behalf of Forcepoint Federal LLC and that he executed the same on behalf of the corporation for the purposes and consideration therein expressed.


Notary Public

Forcepoint LLC

Name: Chad Anson

Title: Chief IP Counsel

Signature: 

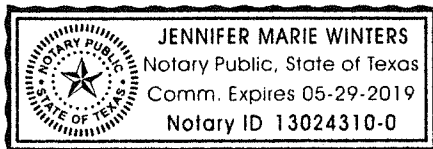
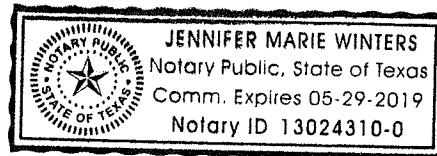
Date: July 28, 2017

STATE OR/COUNTRY OF TEXAS §

§

COUNTY/ OR CITY OF TRAVIS §

Before me, the undersigned authority, on this 28th day of July, 2017, personally appeared Chad Anson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to execute the same on behalf of Forcepoint LLC and that he/she executed the same on behalf of the corporation for the purposes and consideration therein expressed.




Notary Public

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	App. No.
CONVERGENCE	United States	86/018,010
COUNTERSTORM	Canada	1266229
COUNTERSTORM	European Union	4517892
COUNTERSTORM	United States	78/555,574
CROSSVIEW	United States	85/838,044
DATA CLARITY	United States	78/246,759
DIG	United States	78/246,770
DISAMBIGUATOR	United States	76/465,519
DISAMBIGUATOR	United States	75/921,379
HIGH SPEED GUARD	United States	86/493,482
INNERVIEW	United States	78/435,799
RSIELD	Australia	1386546
RSIELD	United States	85/003,950
RSIELD	United States	85/032,834
SECOND LOOK	United States	77/646,261
SECUREOFFICE	United States	78/069,322
SECURITY BLANKET	Australia	1479162
SECURITY BLANKET	Canada	1567884
SECURITY BLANKET	United States	77/241,117
SECURITY BLANKET and Design	Australia	1479161
SECURITY BLANKET and Design	Canada	1567885
SECURITY BLANKET and Design	United States	85/417,847
SIDEWINDER	United States	74/576,968

SPOTLIGHT	United States	86/352,316
SUREVIEW	United States	78/846,028
TRUSTED COMPUTER SOLUTIONS	United States	77/951,334
TRUSTED GATEWAY SYSTEM	Australia	1560485
TRUSTED GATEWAY SYSTEM	Canada	1473020
TRUSTED GATEWAY SYSTEM	United States	86/249,172
TRUSTED THIN CLIENT	Canada	1473030
TRUSTED THIN CLIENT	Australia	1560482
TRUSTED THIN CLIENT	United States	77/123,219
TRUSTED THIN CLIENT	United States	86/376,645
VISUAL ANALYTICS INC	United States	76/423,988
VISUALINKS	United States	75/921,377