

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437912

| | | | |
|---|--|---------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| K2 Intelligence, LLC | | 07/20/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Blueteam, LLC | | |
| Street Address: | 845 Third Avenue - 4th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5219618 | ASSESS RESPOND DEFEND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2165669711 | | |
| <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: | 2165669700 | | |
| Email: | 75628@rankinhill.com | | |
| Correspondent Name: | Randolph E. Digges, III | | |
| Address Line 1: | 23755 Lorain Road, Suite 200 | | |
| Address Line 4: | North Olmsted, OHIO 44070 | | |
| NAME OF SUBMITTER: | Randolph E. Digges, III | | |
| SIGNATURE: | /Randolph E. Digges, III/ | | |
| DATE SIGNED: | 08/03/2017 | | |
| Total Attachments: 6 | | | |
| source=K2_to_BT-Assignment#page1.tif | | | |
| source=K2_to_BT-Assignment#page2.tif | | | |
| source=K2_to_BT-Assignment#page3.tif | | | |
| source=K2_to_BT-Assignment#page4.tif | | | |
| source=K2_to_BT-Assignment#page5.tif | | | |

OP \$40.00 5219618

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into on July 20, 2017, but is effective as of the Closing Date, by and between K2 Intelligence Holdings, Inc., a Delaware corporation (“**K2**”) and K2 Intelligence, LLC, a Delaware limited liability company (“**K2 Intelligence**” and together with K2, “**Assignor**”) on the one hand, and Blueteam LLC, a newly formed Delaware limited liability company (“**Assignee**”) on the other hand (Assignor and Assignee are each hereinafter referred to as a “**Party**,” and collectively, as the “**Parties**”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Asset Contribution Agreement (as defined below).

WHEREAS, K2 and Assignee have entered into that certain Asset Contribution Agreement, dated as of July 14, 2017 (the “**Asset Contribution Agreement**”), pursuant to which, on the terms and subject to the conditions set forth in the Asset Contribution Agreement, K2 agreed to contribute, convey, transfer, assign and deliver, or cause to be contributed, conveyed, transferred, assigned and delivered, to Assignee at the Closing, free and clear of all Liens (other than Permitted Liens), all of K2’s (or its applicable Subsidiary’s) right, title and interest in, to and under the K2 IP Assets; and

WHEREAS, Assignee wishes to acquire and accept all of Assignor’s right, title and interest in, to and under the K2 IP Assets, and Assignor wishes to contribute, convey, transfer, assign and deliver to Assignee all of such right, title and interest in, to and under the K2 IP Assets.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Assignment and the Asset Contribution Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer of K2 IP Assets. Assignor does hereby irrevocably contribute, convey, transfer, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby acquire and accept, all of Assignor’s right, title and interest in, to and under the K2 IP Assets (including, for the avoidance of doubt, all goodwill associated with any Trademarks included in the K2 IP Assets) throughout the universe and all rights corresponding thereto, free and clear of all Liens (other than Permitted Liens), together with all of the following rights of Assignor: (a) to apply for and maintain all registrations, renewals and/or extensions of the K2 IP Assets, (b) to claim priority to the K2 IP Assets provided by treaties, conventions and common law, and (c) to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement, misappropriation or other violation of any of the K2 IP Assets.

2. Subject to Asset Contribution Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, indemnities, limitations and other terms contained in the Asset Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein and that this Assignment contains no express or implied warranties of non-infringement of third party Intellectual Property Rights, or regarding the scope, validity, ownership or enforceability of any of the K2 IP Assets. In the event of any conflict or inconsistency between the terms of the Asset Contribution Agreement and the terms hereof, the terms of the Asset Contribution Agreement shall govern.

3. Authorization. Assignor does hereby authorize and request the Commissioners for Patents and Trademarks in the United States Patent and Trademark Office, to record Assignee as assignee and owner of the entire right, title and interest in and to the patents and trademarks included in the K2 IP Assets (including those listed on Attachment A).

4. Electronic Transfer, Transfer Forms. Assignor agrees to cooperate with Assignee, at Assignee's cost, to transfer, as promptly as reasonably practicable, the domain names and social media accounts or identifiers included in the K2 IP Assets (including those listed on Attachment A) electronically from Assignor's account, as applicable, to Assignee's account (such that Assignee will be listed as the registrant of such domain names in the WHOIS database) and Assignor shall deliver all passwords, authorization codes or similar information necessary to transfer to Assignee all such domain names and social media accounts or identifiers.

5. Entire Agreement. This Assignment and the other Transaction Documents contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written with respect to the subject matter hereof.

6. Construction of Agreements. Nothing in this Assignment, express or implied, shall change, amend, extend or alter (nor shall it be construed as changing, amending, extending or altering) in any way the terms or conditions of the Asset Contribution Agreement or any liability or obligation of the Company or the K2 Entities arising under the Asset Contribution Agreement. In addition, the Parties agree that no additional rights of recovery are granted to K2, Assignee and each of their respective Subsidiaries pursuant to this Assignment, and that such rights of recovery will be governed by Article 9 of the Asset Contribution Agreement.

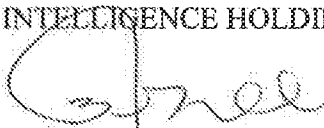
7. Miscellaneous. This Assignment shall be subject to all applicable provisions of Article 11 of the Asset Contribution Agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each Party has caused this Assignment to be duly executed by its authorized officers as of the day and year first above written but effective as of the Closing Date.

K2 INTELLIGENCE HOLDINGS, INC.

By:



Name: Jeremy Kroll

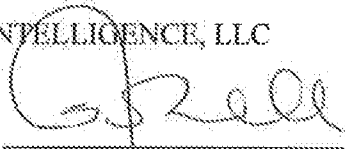
Title: President and CEO

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each Party has caused this Assignment to be duly executed by its authorized officers as of the day and year first above written but effective as of the Closing Date.

K2 INTELLIGENCE, LLC

By:


Name: Jeremy Kroll
Title: President and CEO

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each Party has caused this Assignment to be duly executed by its authorized officers as of the day and year first above written but effective as of the Closing Date.

BLUETEAM LLC

By: 
Name: Jim Rosenthal
Title: Manager

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006122 FRAME: 0363

Attachment A

Trademarks

| Mark | Record Owner | Application or Registration Number | Application or Registration Date | Jurisdiction |
|---------------------------|----------------------|---|---|---------------------|
| Assess Respond Defend | K2 Intelligence, LLC | Reg. No. 5,219,618 | June 6, 2017 | United States |

Domain Names

| |
|--------------------|
| Office365.com |
| cmcpilot.com |
| ecobeee.com |
| ecoobee.co |
| hauserwirth.co |
| hauserwrth.com |
| liinkedin.info |
| r3kt.us |
| riverstoneillc.com |

Attachment A