

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comodo Group Inc.		09/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comodo Security Solutions, Inc.		
Street Address:	1255 Broad Street		
City:	Clifton		
State/Country:	NEW JERSEY		
Postal Code:	07013		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87298559	COMODO	
CORRESPONDENCE DATA			
Fax Number:	9737774394		
<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:	973-859-4000		
Email:	joseph.aiena@comodo.com		
Correspondent Name:	Comodo Security Solutions, Inc.,		
Address Line 1:	1255 Broad Street		
Address Line 4:	Clifton, NEW JERSEY 07013		
NAME OF SUBMITTER:	Joseph P. Aiena		
SIGNATURE:	/Joseph P. Aiena/		
DATE SIGNED:	10/04/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") dated as of September 28, 2017 (the "Effective Date"), is made by and among Comodo CA Limited, a private company limited by shares incorporated and registered in England and Wales with number 04058690 ("CCA"), Comodo Group Inc., a Delaware corporation (together with CCA, each, an "Assignor" and collectively, "Assignors") and Comodo Security Solutions, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignors each own, either solely or jointly with one or more of the other Assignors, certain trademark registrations as set forth on Schedule A attached hereto (the "Trademarks") and Assignee desires to acquire Assignors' entire right, title and interest in, to and under the Trademarks, together with all goodwill associated therewith.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to Section 8 below, Each Assignor hereby transfers, conveys and assigns to Assignee, its successors and assigns, and Assignee hereby accepts from each Assignor, all of each Assignor's respective right, title and interest in and to the Trademarks, together with all goodwill associated therewith and the right to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, dilution, passing off or misappropriation of the Trademarks and to fully and entirely stand in the place of each Assignor in all matters related to the Trademarks.

2. Cooperation. This Assignment has been executed and delivered by the Assignors for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, each Assignor shall execute and deliver such other documents and take all such other commercially reasonable actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, including in connection with its recordation by Assignee in relevant state and national trademark offices; provided, as between the parties, Assignee shall be solely responsible for the recordation or filing of this Assignment or any document evidencing the assignment of the Trademarks contemplated hereby with the United States Patent and Trademark Office and any other intellectual property office in which any Trademark is filed or registered, including any fees, costs or expenses (including attorneys' fees) associated with any such efforts.

3. Warranties. ASSIGNORS MAKE NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS ASSIGNMENT, THE

TRADEMARKS AND ANY OTHER INTELLECTUAL PROPERTY RIGHTS ASSIGNED OR PURPORTED TO BE ASSIGNED HEREUNDER, WHICH ARE ASSIGNED BY ASSIGNORS HEREUNDER "AS IS", AND "WITH ALL FAULTS". WITHOUT LIMITING THE FOREGOING, THIS ASSIGNMENT CONTAINS NO EXPRESS OR IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SCOPE, SUBSISTENCE, VALIDITY, OR ENFORCEABILITY OF THE TRADEMARKS OR ANY TRANSFERRED INTELLECTUAL PROPERTY RIGHTS.

4. General Provisions. This Assignment and Schedule A hereto constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. 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.

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

6. Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the law of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Assignee and Assignors hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

7. Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

8. Acknowledgement. Notwithstanding anything to the contrary contained herein, Assignee acknowledges and agrees that the assignment under Section 1 above with respect to the Trademark "INSTANT SSL BY COMODO" (GB Trademark Registration No. 3198530) and Assignee's ownership thereof from and after the Effective is subject to CCA's sole and exclusive current and continuing ownership of the trademarks and service marks (whether registered or common law) "INSTANT SSL" and "INSTANTSSL", including any applications or registrations thereof and all goodwill associated therewith (collectively, "CCA Marks"), including CCA's sole and exclusive current and continuing right to enforce the CCA Marks. Nothing contained herein shall be deemed to limit or restrict CCA's right to own, use, register or apply to register, license, enforce or to otherwise commercialize the CCA Marks themselves, nor to

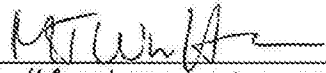
obligate Licensee to assign or transfer to Assignee or to cease using the CCA Marks themselves or any such applications or registrations thereof. Assignee hereby disclaims all of its respective right, title and interest in and to the words "INSTANT SSL" apart from the entire mark "INSTANT SSL BY COMODO". For clarity, this Assignment does not confer on Assignee any right with respect to the CCA Marks and all goodwill associated with any use of the CCA Marks themselves shall inure to the sole and exclusive benefit of CCA.

[Remainder of this page intentionally left blank. Signature page follows.]


IN WITNESS WHEREOF, each Assignor and Assignee has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNORS:

Comodo CA Limited

By 
Name: MICHAEL WHITTON
Title: CFO

Comodo Group Inc.

By 
Name: Mehmet Abdulhayoglu
Title: CEO

ASSIGNEE:

Comodo Security Solutions, Inc.

By 
Name: Mehmet Abdulhayoglu
Title: CEO

SCHEDULE A

TRADEMARKS

Trademark	Country	Registration/Application Number	Class(es)	Assignor(s)
COMODO	US	3626927	IC 9, 45 US 21, 23, 26, 36, 38, 100, 101	Comodo CA Limited
CREATING TRUST ONLINE	US	3569315	IC 38, 42, 45 US 100, 101, 104	Comodo CA Limited
SEEOS	EM	3216264	IC 9	Comodo CA Limited
TRUSTIX	EM	3544863	IC 9, 38, 41, 42	Comodo CA Limited
SIDEN	EM	1483593	IC 9, 35, 36, 38, 42	Comodo CA Limited
COMODO	BX	860837	IC 9, 35, 38, 42	Comodo CA Limited
COMODO	GB	2598710	IC 9, 42	Comodo CA Limited, Comodo Group Inc.
TRUSTTOOLBAR	GB	2261659	IC 9, 42	Comodo CA Limited
INSTANT SSL BY COMODO	GB	3198530	IC 42	Comodo CA Limited
COMODO	U.S.	87298559	IC 35, 38, 41 US 100, 101, 102, 104, 107	Comodo Group Inc.