

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Percipient Networks, LLC		01/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WatchGuard Technologies, Inc.		
Street Address:	505 Fifth Avenue South, Suite 500		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86838323	STRONGARM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-261-3115		
Email:	pltrademarks@klgates.com		
Correspondent Name:	Britt L. Anderson		
Address Line 1:	925 4th Ave. Ste. 2900		
Address Line 4:	Seattle, WASHINGTON 98104-1158		
NAME OF SUBMITTER:	Britt L. Anderson		
SIGNATURE:	/Britt L. Anderson/		
DATE SIGNED:	02/05/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of January 16, 2018, is made by Percipient Networks, LLC, a Delaware limited liability company (“**Seller**”), located at 100 High Street, 28th Floor, Boston, MA 02110 (c/o Allied Minds, LLC), in favor of WatchGuard Technologies, Inc., a Washington corporation (“**Buyer**”), located at 505 Fifth Avenue South, Suite 500, Seattle, WA 98104, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement dated as of January 16, 2018 by and among Buyer, Seller and, solely with respect to Section 8.11 thereof, Allied Minds, LLC, a Delaware limited liability company (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”, and with the Patents, the “**Registered IP**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the Registered IP provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Registered IP; and

(e) any and all claims and causes of action with respect to any of the Registered IP, whether accruing before, on, 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; provided, however, that the foregoing shall not include any rights of Seller under the Asset Purchase Agreement (including in respect of claims involving Buyer thereunder).

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

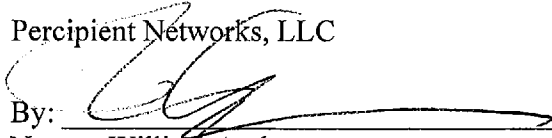
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Percipient Networks, LLC

By: 
Name: William Anderson
Title: Vice President

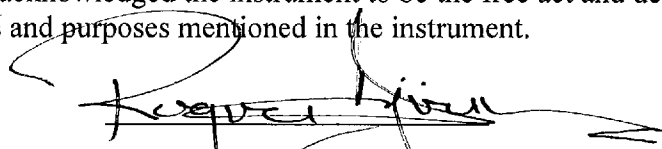
Address for Notices:
c/o Allied Minds, LLC
100 High Street, 28th Floor
Boston, MA 02110
Email: banderson@alliedminds.com
Attention: Bill Anderson

ACKNOWLEDGMENT

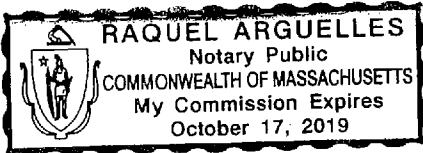
COMMONWEALTH OF)
MASSACHUSETTS)SS.
)

COUNTY OF ~~SUFFOLK~~ *Bristol*

On the 16th day of January, 2018, before me personally appeared William Anderson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as an officer of Percipient Networks, LLC, a Delaware limited liability company, and acknowledged the instrument to be the free act and deed of Percipient Networks, LLC for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name: *RAQUEL ARGUELLES*

My Commission Expires:



AGREED TO AND ACCEPTED:

WatchGuard Technologies, Inc.

By: RB

Name: Rich Barber

Title: Chief Financial Officer

Address for Notices:

505 Fifth Avenue South, Suite 500
Seattle, WA 98104 USA

E-mail: Rich.Barber@watchguard.com

Attention: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF WASHINGTON)

)SS.

COUNTY OF KING)

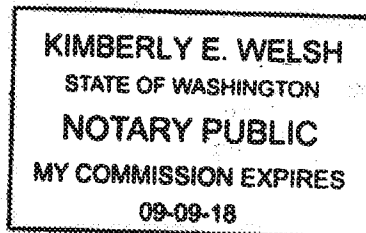
On the 16th day of January, 2018, before me personally appeared Richard Barber, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer of WatchGuard Technologies, Inc., a Washington corporation, and acknowledged the instrument to be the free act and deed of WatchGuard Technologies, Inc. for the uses and purposes mentioned in the instrument.

Kimberly E. Welsh
Notary Public
Printed Name:

My Commission Expires:

[DATE]

9-9-18



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
“Systems and methods for identifying and performing and action in response to identified malicious network traffic”	U.S.P.T.O	#14/600,885	01/20/2015

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	US Serial Number
STRONGARM	United States	86838323