

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lieberman Software Corporation		02/01/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bomgar Corporation		
Street Address:	578 Highland Colony Parkway		
Internal Address:	Paragon Centre, Suite 300		
City:	Ridgeland		
State/Country:	MISSISSIPPI		
Postal Code:	39157		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3824795	LIEBERMAN SOFTWARE	
Serial Number:	86807082	LIEBERMAN RED	
Serial Number:	86594254	SECURITY DOUBLE-TAP	
Serial Number:	86594267	IDENTITY DOUBLE-TAP	
Serial Number:	87334251	LIEBERMAN RED - RAPID ENTERPRISE DEFENSE	
Serial Number:	87334259	DETECT, RESPOND AND HEAL	
Registration Number:	5354369	LIEBERMAN RED RAPID ENTERPRISE DEFENSE	
Serial Number:	86748844	UNITRUST SECURITY PLATFORM	
Serial Number:	86807103	RAPID ENTERPRISE DEFENSE	
Serial Number:	86561092	UNITRUST PLATFORM	
Serial Number:	86568764	ADAPTIVE PRIVILEGE MANAGEMENT	
Serial Number:	86562364	ACTIVE CYBER DEFENSE	
Serial Number:	78435693	LIEBERMAN SOFTWARE CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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>			

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Phone: 4042337000
Email: egravois@mmmlaw.com
Correspondent Name: Morris, Manning & Martin, LLP
Address Line 1: 3343 Peachtree Road NE
Address Line 2: 1600 Atlanta Financial Center
Address Line 4: Atlanta, GEORGIA 30326

ATTORNEY DOCKET NUMBER: 23841-81217

NAME OF SUBMITTER: R. Lee Strasburger, Jr.

SIGNATURE: /R. Lee Strasburger, Jr./

DATE SIGNED: 02/14/2018

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is entered into on this February 1, 2018, by and between Lieberman Software Corporation, a California corporation (the “**Assignor**”), and Bomgar Corporation, a Delaware corporation (the “**Assignee**”).

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated as of January 17, 2018, by and among the Assignor, the Assignee, and Philip Lieberman (the “**Selling Stockholder**”), the holder of all the outstanding capital stock of the Assignor (as amended from time to time, the “**Stock Purchase Agreement**”), the Assignee purchased all of the outstanding capital stock of the Assignor, from the Selling Stockholder;

WHEREAS, the Assignor desires to assign, and the Assignee desires to acquire, the entire right, title, and interest in and to any and all Company Owned Intellectual Property (as defined in the Stock Purchase Agreement), including, but not limited to, the patents and patent applications (the “**Patents**”) on **Schedule A** attached hereto and the trademarks, trade names and logos on the same **Schedule A** (the “**Trademarks**”); and

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in the Patents and Trademarks be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), all foreign patent and trademark offices and any other appropriate governmental or administrative offices as the case may be.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Assignment**. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to all of the Company Owned Intellectual Property, including the following assignments:

(a) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor’s right, title, and interest in and to the Patents, including any provisional rights therein, in and to any divisions, continuations, continuation-in-parts, and reissues thereof, and in and to all inventions disclosed and described in said applications and improvements thereof, preparatory to obtaining Letters Patent of the United States (“**Letters Patent**”) therefor, including all damages and profits, due or accrued, arising out of past infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances; and the Assignor hereby requests the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, continuation-in-part, or reissue thereof, to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor’s right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the Trademarks, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. **Cooperation and Recordation**. The Assignor hereby agrees to cooperate with the Assignee as

reasonably necessary to give full effect to and perfect the rights of the Assignee in the Company Owned Intellectual Property, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors 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, including, without limitation, cooperating with the Assignee to perfect the transfer of the Company Owned Intellectual Property hereunder and, if appropriate, to assure that the transfer of the Company Owned Intellectual Property is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office, all at the Assignee's sole expense.

3. Maintenance. The Assignor has and shall instruct their attorneys and agents who maintain and prosecute the Company Owned Intellectual Property to, at the cost and expense of Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Company Owned Intellectual Property in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Company Owned Intellectual Property.

4. Stock Purchase Agreement. This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Stock Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Stock Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Stock Purchase Agreement and the terms hereof, the terms of the Stock Purchase Agreement shall control.

5. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

(Signatures begin on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above:

ASSIGNOR:

ASSIGNEE:

Lieberman Software Corporation

Bomgar Corporation

By: Matt Dircks

By: Matt Dircks

Name: Matt Dircks

Name: Matt Dircks

Title: President & CEO

Title: CEO

(Signature Page to IP Assignment)

TRADEMARK
REEL: 006272 FRAME: 0699

SCHEDULE A

Company Owned Intellectual Property

Patents

App. No. (Date)	Patent No. (Date)	Inventors	Owner	Title	Status
10/709,965 (06/09/2004)	7,568,230 (07/28/2009)	Philip Lieberman; Nicholas M. Carroll	Lieberman Software Corporation	System for Selective Disablement and Locking Out of Computer System Objects	Patented
10/710,491 (07/15/2004)	8,060,937 (11/15/2011)	Nicholas M. Carroll	Lieberman Software Corporation	System for Protecting Domain System Configurations from Users with Local Privilege Rights	Patented
10/906,028 (01/31/2005)		Nicholas M. Carroll; Philip Lieberman; Jotham Schwartz; Jason A. Fredrickson	Lieberman Software Corporation	Instrumentation for Alarming a Software Product	Abandoned
62/505,807 (05/12/2017)		Patrick Carroll	Lieberman Software Corporation	Rapid Enterprise Defense Offline Password Management	Pending

Trademarks

App. No. (Date)	Reg. No. (Date)	Trademark	Owner	Status
77/895,190 (12/16/2009)	3,824,795 (07/27/2010)	LIEBERMAN SOFTWARE and Design	Lieberman Software Corporation	Registered
86/807,082 (11/02/2015)		LIEBERMAN RED	Lieberman Software Corporation	Pending
86/594,254 (04/10/2015)		SECURITY DOUBLE-TAP	Lieberman Software Corporation	Pending
86/594,267 (04/10/2015)		IDENTITY DOUBLE-TAP	Lieberman Software Corporation	Pending
87/334,251 (02/13/2017)		LIEBERMAN RED – RAPID ENTERPRISE DEFENSE	Lieberman Software Corporation	Pending
87/334,259 (02/13/2017)		DETECT, RESPOND AND HEAL	Lieberman Software Corporation	Pending
87/435,550 (05/03/2017)	5,354,369 (12/12/2017)	LIEBERMAN RED – RAPID ENTERPRISE DEFENSE and Design	Lieberman Software Corporation	Registered
86/748,844 (11/05/2015)		UNTRUST SECURITY PLATFORM	Lieberman Software Corporation	Dead
86/807,103 (11/02/2015)		RAPID ENTERPRISE DEFENSE	Lieberman Software Corporation	Dead
86/561,092 (03/11/2015)		UNTRUST PLATFORM	Lieberman Software Corporation	Dead
86/568,764 (03/18/2015)		ADAPTIVE PRIVILEGE MANAGEMENT	Lieberman Software Corporation	Dead
86/562,364 (03/12/2015)		ACTIVE CYBER DEFENSE	Lieberman Software Corporation	Dead
78/435,693 (06/15/2004)	3,040,519 (01/10/2006)	LIEBERMAN SOFTWARE CORPORATION and Design	Lieberman Software Corporation	Dead