

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Western Bank		09/15/2017	Chartered Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PeerApp Solutions, Inc.		
Street Address:	401 Congress Avenue		
Internal Address:	Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4145608	ULTRABAND	
Registration Number:	4124990	UBINSIGHT	
Registration Number:	4138041	PEERAPP	
CORRESPONDENCE DATA			
Fax Number:	5122874866		
<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:	512-656-7960		
Email:	brian.spross@jonesspross.com		
Correspondent Name:	Brian Spross		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 2:	Suite 100		
Address Line 4:	Austin, TEXAS 78732		
NAME OF SUBMITTER:	Brian Spross		
SIGNATURE:	/brian spross/		
DATE SIGNED:	07/23/2018		
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of September 15, 2017, is made by Pacific Western Bank, a California state chartered bank, as successor in interest by merger to Square 1 Bank ("Seller"), in favor of PeerApp Solutions, Inc., a Delaware corporation ("Purchaser"), with respect to PeerApp LTD., a Delaware corporation ("Borrower"). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Seller and Purchaser have entered into that certain Secured Creditor Asset Purchase Agreement by and among Purchaser and Seller, dated as of the even date herewith (the "Purchase Agreement") pursuant to which Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property assets and derivative works thereto including but not limited to registered and unregistered names, patents, trade names, service marks, trademarks, published and unpublished copyrights, internet web sites, domain names and common law trademarks and any applications thereof (the "IP Assets"); and

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to execute and deliver this IP Assignment as a condition to Closing, and for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree 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 Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to all of the IP Asset, including, without limitation, 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"), 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 foregoing 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 foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, 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.

2. Recordation and Further Actions; No Representation or Warranty. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's request, Seller shall use commercially reasonable efforts to cause Borrower to use its commercially reasonable efforts to take such steps and actions, and provide such cooperation and assistance to Purchaser 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto; all at Purchaser's expense. Seller makes no representation or warranty as to Borrower's interest in the Assigned IP.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The terms and conditions contained in the 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 Purchase Agreement and the terms hereof, the terms of the 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.

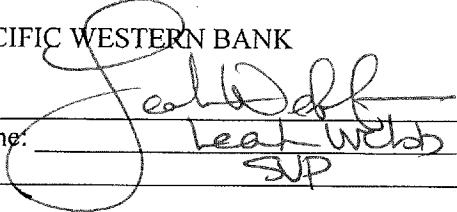
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws 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.

SELLER:

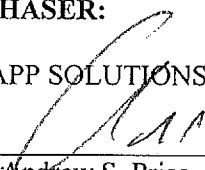
PACIFIC WESTERN BANK

By: 
Name: Leah Webb
Its: SVP

AGREED TO AND ACCEPTED:

PURCHASER:

PEERAPP SOLUTIONS, INC.

By: 
Name: Andrew S. Price
Its: Chief Financial Officer

[IP ASSIGNMENT SIGNATURE PAGE]

Schedule 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Title	Named Inventors	Application No.	Application Date	Patent No.	Patent Date
Method and System for Accelerating Receipt of Data in a Client-to-Client Network	Talmon Marco, Assaf Natanzon, Hayim Shaul, Ilan Rachmani, Yossi Richter, Nathaniel Leibowitz	09/810,410	03/19/2001	7,203,741	04/10/2007
Semiconductor Device Having a Capacitor Structure Including a Self-Alignment Deposition Preventing Film	Yuichi Matsui, Masahiko Hiratani, Yasuhiro Shimamoto, Yoshitaka Nakamura, Toshihide Nabatame	09/810,401	03/19/2001	6,483,143	11/19/2002
Method and System for Accelerating Receipt of Data in a Client-to-Client Network	Talmon Marco, Assaf Natanzon, Hayim Shaul, Ilan Rachmani, Yossi Richter, Nathaniel Leibowitz	Publication No. AT415657	12/15/2008		
Method and System for Accelerating Receipt of Data in a Client-to-Client Network	Talmon Marco, Assaf Natanzon, Hayim Shaul, Ilan Rachmani, Yossi Richter, Nathaniel Leibowitz	Publication No. AU1088502	04/22/2002		
Method and System for Accelerating Receipt of Data in	Talmon Marco, Assaf Natanzon, Hayim Shaul, Ilan Rachmani, Yossi Richter, Nathaniel	EP01978794	10/12/2001		10/30/2008

Title	Named Inventors	Application No.	Application Date	Patent No.	Patent Date
a Client-to-Client Network	Leibowitz				
Method and System for Accelerating Receipt of Data in a Client-to-Client Network	Talmon Marco, Assaf Natanzon, Hayim Shaul, Ilan Rachmani, Yossi Richter, Nathaniel Leibowitz	ES01978794	10/12/2001		
Method and System for Accelerating Receipt of Data in a Client-to-Client Network	Talmon Marco, Assaf Natanzon, Hayim Shaul, Ilan Rachmani, Yossi Richter, Nathaniel Leibowitz	11/784,330	04/06/2007	8,037,162	10/11/2011
Methods and Systems for Caching Data Communications over Computer Networks	Alan Arolovitch, Shmuel Bachar, Dror M. Gavish, Shohar G. Grin, Shay Shemer	13/341,619	12/30/2011	8,185,612	05/22/2012
Method and System for Accelerating Receipt of Data in a Client-to-Client Network	Talmon Marco, Assaf Natanzon, Hayim Shaul, Ilan Rachmani, Yossi Richter, Nathaniel Leibowitz	13/270,932	10/11/2011	8,250,149	08/21/2012
Method and System for Accelerating Receipt of Data in	Talmon Marco, Assaf Natanzon, Hayim Shaul, Ilan Rachmani, Yossi Richter, Nathaniel	13/590,827	08/21/2012	8930500	01/06/2015

Title	Named Inventors	Application No.	Application Date	Patent No.	Patent Date
a Client-to-Client Network	Leibowitz				
Methods and Systems for Caching Data Communications over Computer Networks	Shmuel Bachar, Shahar G. Grin, Alan Arolovitch, Dror M. Gavish, Shay Shemer	13/476,574	05/21/2012	8,990,354	03/24/2015
Method and System for Transmitting Data in a Computer Network	Alan Arolovitch	12/350,105	01/07/2009	Abandoned	
Methods and Systems for Transmission of Data over Computer Networks	Alan Arolovitch, Shmuel Bachar, Dror M. Gavish, Shay Shemer, Shahar G. Grin	13/341,409	12/30/2011	Abandoned	
Method and System for Transmitting Data in a Computer Network	Alan Arolovitch	14/457,531	08/12/2014	STILL IN PROSECUTION	
Methods and Systems for Caching Data Communications over Computer Networks	Shmuel Bachar, Shahar G. Grin, Alan Arolovitch, Dror M. Gavish, Shay Shemer	14/667,071	03/24/2015	Abandoned.	

Title	Named Inventors	Application No.	Application Date	Patent No.	Patent Date
Methods and Systems for Caching Data over Computer Networks	Shmuel Bachar, Shahar G. Grin, Alan Arolovitch, Dror M. Gavish, Shay Shemer	14/678,537	04/03/2015	Abandoned.	
Methods and Systems for Caching Data over Computer Networks	Shmuel Bachar, Shahar G. Grin, Alan Arolovitch, Dror M. Gavish, Shay Shemer	CN201180068656	12/30/2011	CN 103597471	5/17/2017
Methods and Systems for Caching Data over Computer Networks	Shmuel Bachar, Shahar G. Grin, Alan Arolovitch, Dror M. Gavish, Shay Shemer	EP11853719	12/30/2011	STILL IN PROSECUTION	
The Method and System Which Cache the Data Communications by a Computer Network	Shmuel Bachar, Shahar G. Grin, Alan Arolovitch, Dror M. Gavish, Shay Shemer	JP2013547708	12/30/2011	JP6086871	03/01/2017
Method and System for Transmitting Data in a Computer Network	Alan Arolovitch	EP090700662	01/07/2009	Abandoned.	

Schedule 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration / Serial No.	Date Issued	Class(es)	Goods/Services	Country	Upcoming Deadline
ULTRABAND	4145608	May 22, 2012	9	Computer software for computer network data caching, delivery and optimization	U.S.	\$\$ 8 & 15: May 22, 2018
UBINSIGHT	4124990	Apr. 10, 2012	9	Computer software for computer network analysis and reporting	U.S.	\$\$ 8 & 15: April 10, 2018
PEERAPP	4138041	May 8, 2012	9	Computer software for computer network data caching, delivery and optimization; computer software for computer network analysis and reporting	U.S.	\$\$ 8 & 15: May 8, 2018
PEERAPP	1092732	Sept. 14, 2011	9	Computer software for computer network data caching, delivery and optimization; computer software for computer network analysis and reporting	WIPO (designated countries: China, Colombia, EC, Israel, Japan, Republic of Korea, New Zealand, Russia, Singapore, Turkey)	Renewal: Sept. 14, 2021
PEERAPP	1092124	Sept. 14, 2011	9	Computer software for computer network data caching, delivery and optimization	WIPO (designated countries: China, Colombia, EC, Israel, Japan, Republic of Korea, New Zealand, Russia, Singapore, Turkey)	Renewal: Sept. 14, 2021

Mark	Registration / Serial No.	Date Issued	Class(es)	Goods/Services	Country	Upcoming Deadline
UBINSIGHT	1092456	Sept. 14, 2011	9	Computer software for computer network analysis and reporting	WIPO (designated countries: Japan, Russia)	Renewal: Sept. 14, 2021