

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487110

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900459432		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Total Defense, Inc.		09/30/2016	Corporation: DELAWARE
UNT Today, Inc.		09/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TD Acquisition Corp.		
<b>Street Address:</b>	1393 Veterans Memorial Highway, Suite 31		
<b>City:</b>	Hauppauge		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11788		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4265447	TOTAL DEFENSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8584583005		
<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>			
<b>Phone:</b>	8584583000		
<b>Email:</b>	ryane@paulhastings.com		
<b>Correspondent Name:</b>	Ryan M. Enchelmayer		
<b>Address Line 1:</b>	4747 Executive Dr., 12th FL		
<b>Address Line 2:</b>	c/o Paul Hastings LLP		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	95313.00003		
<b>NAME OF SUBMITTER:</b>	Ryan M. Enchelmayer		
<b>SIGNATURE:</b>	/Ryan M. Enchelmayer/		
<b>DATE SIGNED:</b>	08/22/2018		
<b>Total Attachments: 7</b>			
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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this “**Assignment**”) is made and entered into as of September 30, 2016 by and among TD Acquisition Corp., a Delaware corporation (“**Assignee**”), UNT Today, Inc., a Delaware corporation (“**Seller**”), and each of Seller’s subsidiaries listed on the signature pages hereto (collectively, the “**Seller Subsidiaries**”, and together with Seller, the “**Assignors**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

### RECITALS

WHEREAS, Seller and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”) pursuant to which Seller has agreed to sell, transfer, assign, convey and deliver to Assignee various assets, including, without limitation, the trademarks and service marks set forth on Schedule A hereto (collectively, the “**Marks**”) and the domain names set forth on Schedule B hereto (collectively, the “**Domain Names**”); and

WHEREAS, Assignee desires to acquire each Assignor’s entire right, title and interest in and to the Marks and the Domain Names.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, including \$1.00, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Each Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee, free and clear of all Encumbrances other than Permitted Encumbrances, (a) all of such Assignor’s right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made; (b) all of such Assignor’s right, title and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees deriving from any of the Marks or Domain Names, all causes of actions, claims, and rights for or to damages or profits by reason of past, present and future infringements or other violations of any of the Marks or Domain Names or injury to the goodwill associated with any of the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country (or by international treaties or conventions or otherwise throughout the world) in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assistance. Each Assignor agrees to, without charge to Assignee reasonably execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other documents or papers reasonably necessary to perfect Assignee’s rights, title and interest in and to the Marks and Domain Names.

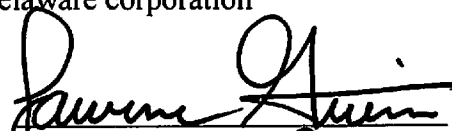
3. Effectiveness. This Assignment will be effective as of the Closing.
4. Parties in Interest. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment may not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.
6. Counterparts. This Assignment may be executed in counterparts, and by facsimile transmission or electronic mail in pdf form, each of which will be deemed an original and all of which taken together will constitute but a single Assignment.
7. Governing Law. This Assignment, and all claims or causes of action or other matters (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment or the consummation of any of the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State of Delaware, excluding any conflict or choice of law rule or principle that might otherwise refer construction or interpretation thereof to the substantive laws of another jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed on its behalf by a representative duly authorized as of the date first above set forth.

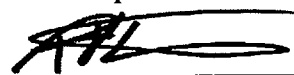
**“Assignee”**

TD Acquisition Corp.,  
a Delaware corporation

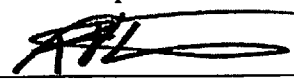
By:   
Name: Lawrence Guerin  
Title: President

**“Assignors”**

UNT Today, Inc.,  
a Delaware corporation

By:   
Name: Robert Walters  
Title: Chief Executive Officer

Total Defense, Inc.,  
a Delaware corporation

By:   
Name: Robert Walters  
Title: Chief Executive Officer

**Schedule A**

**Marks (See Attached)**


**TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

**TRADEMARK**

TRADEMARK / COUNTRY	APPLICATION/ REGISTRATION NUMBER	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
<b>UNITED STATES</b>				
TOTAL DEFENSE United Sates	Registration No. 4263447	Class 9: computer software for providing network, Internet, and computer security; computer software for providing online identity protection and parental control; computer antivirus software; computer software for providing intrusion detection and prevention; computer software for scanning, detecting, and removing viruses, worms, Trojan horses, adware, rootkits, spyware, and other malware; computer optimization software; Internet optimization software; computer software to prevent, diagnose, and repair computer problems; computer maintenance software; computer software for the back-up, storage, restoration and recovery of data, folders, and files; enterprise security software; fire wall software; privacy control software; content filtering software; software for reconfiguring personal computers; software for mobile device security	Filed 9/20/11 (intent-to-use)  Registered 12/25/12  First use: Cl. 9: 1/2009 Cl. 42: 10/2011	Declaration of Use due 12/25/18  Renew registration by 12/25/22
		Class 42: computer consulting services; installation and maintenance of computer software; technical consulting and research services for others in the fields of computer, data, and network security; technical support services for others in the fields of computer, data, and network security; namely, troubleshooting of computer hardware and software problems, monitoring of network systems; application service provider featuring hosted software for the detection and removal of computer viruses and threats, protection of computer networks and applications,		

TRADEMARK / COUNTRY	APPLICATION/ REGISTRATION NUMBER	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
		management and filtering of electronic communications, back-up and storage of electronic data, and detection and repair of computer software and hardware; providing information in the fields of network, data, and computer security		

**EUROPEAN COMMUNITY**

<p>TOTAL DEFENSE &amp; Design</p> 	<p>Registration No. 10748259</p>	<p>Class 9: Computer software for providing network, Internet, and computer security; computer software for providing online identity protection and parental control; computer antivirus software; computer software for providing intrusion detection and prevention; computer software for scanning, detecting, and removing viruses, worms, Trojan horses, adware, rootkits, spyware, and other malware; computer optimization software; Internet optimization software; computer software to prevent, diagnose, and repair computer problems; computer maintenance software; computer software for the back-up, storage, restoration and recovery of data, folders, and files; enterprise security software; fire wall software; privacy control software; content filtering software; software for reconfiguring personal computers; software for mobile device security</p> <p>Class 42: Computer consulting services; installation and maintenance of computer software; technical consulting and research services for others in the fields of computer, data, and network security; technical support services for others in the fields of computer, data, and network security; namely troubleshooting of computer hardware and software problems, monitoring of network systems; application service provider featuring hosted software for the detection and removal of computer viruses and threats, protection of computer networks and applications, management and filtering of electronic communications, back-up and storage of electronic data, and detection and repair of computer software and hardware; providing information in the fields of network, data, and computer security.</p>	<p>Filed 3/22/12 Registered 8/21/12</p>	<p>Use in EU by 8/21/17 Renew registration by 3/22/22</p>
<p>European Community</p>				

**TRADEMARK**



TRADEMARK / COUNTRY	APPLICATION/ REGISTRATION NUMBER	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
<b>JAPAN</b>				
TOTAL DEFENSE  Japan	Registration No.  5499869	Class 9: Electronic machines, apparatus and their parts  Class 42: Computer consulting services; installation and maintenance of computer software; technical consulting and research services for others in the fields of computer, data, and network security; technical support services for others in the fields of computer, data, and network security; namely troubleshooting of computer hardware and software problems, monitoring of network systems; providing computer program via application service provider; providing information in the fields of network, data, and computer security.	Filed 3/19/12 (claiming 9/20/11 priority date)  Registered 6/8/12	Use mark in Japan by 6/8/15  Renew registration by 6/8/22

**TRADEMARK**