

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494474

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Versive, Inc.		10/16/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	eSentire, Inc.		
<b>Street Address:</b>	278 Pinebush Road, Suite 101		
<b>City:</b>	Cambridge, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	N1T 1Z6		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87443263	THREATCASE	
<b>Serial Number:</b>	87443260	THREATCASE	
<b>Serial Number:</b>	87429096		
<b>Serial Number:</b>	87429093		
<b>Serial Number:</b>	87428060		
<b>Serial Number:</b>	87428064		
<b>Serial Number:</b>	87367469	VERSIVE	
<b>Serial Number:</b>	87367471	VERSIVE	
<b>Registration Number:</b>	5208838	CONTEXT RELEVANT	
<b>Registration Number:</b>	5208836	CONTEXT RELEVANT	
<b>Registration Number:</b>	4968019	CONTEXT RELEVANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>	212 728 8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Brandon Coyle c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		

CH \$290.00 87443263

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	121002.00087 BRC
<b>NAME OF SUBMITTER:</b>	Brandon R. Coyle
<b>SIGNATURE:</b>	/Brandon R. Coyle/
<b>DATE SIGNED:</b>	10/18/2018

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of October 16, 2018, is made by Versive, Inc. (“**Seller**”), a Delaware corporation, located at 999 Third Avenue, Suite 2100, Seattle, WA 98104, in favor of eSentire, Inc. (“**Buyer**”), a British Columbia corporation, located at 278 Pinebush Road, Suite 101, Cambridge, ON N1T 1Z6, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller, dated as of the date hereof (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 Trademark Assignment, 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 Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) 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;
- (c) 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
- (d) 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. Seller hereby authorizes 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 Trademark Assignment upon request by Buyer. Following the date hereof, at Buyer’s expense, Seller shall take such reasonable steps and actions, and provide such reasonable 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Power of Attorney. Seller hereby irrevocably grants Buyer power of attorney to execute and deliver any of the documents referenced in Section 2 on Seller's behalf in its name and to do all other lawfully permitted acts to transfer the Assigned Trademarks to Buyer and further the transfer, issuance, prosecution, and maintenance of all intellectual property rights therein, to the full extent permitted by law. The power of attorney is coupled with an interest and shall not be impacted by Seller's subsequent incapacity.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark 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 Trademarks. 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.

5. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

7. Governing Law. This Trademark 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 Trademark 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

DocuSigned by:  
VERSIVE, INC., as Seller  
By: Joe Polverari  
Name: Joe Polverari  
Title: CEO

AGREED TO AND ACCEPTED:

ESENTIRE, INC., as Buyer  
By: \_\_\_\_\_  
Name:  
Title:

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

VERSIVE, INC., as Seller

By: \_\_\_\_\_  
Name:  
Title:

AGREED TO AND ACCEPTED:

ESENTIRE, INC., as Buyer

By: \_\_\_\_\_  
Name: James Yersh  
Title: Chief Administrative Officer

*[Signature Page to Trademark Assignment Agreement (US)]*

**TRADEMARK**  
**REEL: 006459 FRAME: 0870**

## SCHEDULE 1

### Assigned Trademarks

Citation	Image	App. No.	App. Date	Reg. No.	Reg. Date
THREATCASE		87/443,263	09-MAY-2017		
THREATCASE		87/443,260	09-MAY-2017		
Design Only		87/429,096	28-APR-2017		
Design Only		87/429,093	28-APR-2017		
Design Only		87/428,060	27-APR-2017		
Design Only		87/428,064	27-APR-2017		
VERSIVE		87/367,469	10-MAR-2017		
VERSIVE		87/367,471	10-MAR-2017		
CONTEXT RELEVANT		87/199,280	11-OCT-2016	5,208,838	23-MAY-2017
CONTEXT RELEVANT		87/199,265	11-OCT-2016	5,208,836	23-MAY-2017

CONTEXT RELEVANT		86/756,306	14-SEP-2015	4,968,019	31-MAY-2016
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