

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493918

<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>
Dunbar Digital Armor, LLC		10/15/2018	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MDR, LLC		
<b>Street Address:</b>	11475 Great Oaks Way		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5170268	CYPHON	
<b>Registration Number:</b>	5175818	CYPHON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3308		
<b>Email:</b>	jchester@sidley.com		
<b>Correspondent Name:</b>	Julia M. Chester c/o Sidley Austin LLP		
<b>Address Line 1:</b>	2021 McKinney Avenue, Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Julia M. Chester		
<b>SIGNATURE:</b>	/Julia M. Chester/		
<b>DATE SIGNED:</b>	10/15/2018		
<b>Total Attachments: 6</b>			
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**TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Trademark Assignment and Assumption Agreement (this “**Assignment**”) is entered into as of October 15, 2018 (the “**Effective Date**”), by and between, Dunbar Digital Armor, LLC, a Maryland limited liability company (“**Assignor**”), and MDR, LLC, a Delaware limited liability company (“**Assignee**”) pursuant to an Asset Purchase Agreement dated October 15, 2018 (the “**Purchase Agreement**”), by and among, Assignor, Assignee and other parties thereto. Assignor and Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**WHEREAS**, Assignor is the owner of certain trademarks used in connection with the Business (as such term is defined in the Purchase Agreement) (“**Business**”); and

**WHEREAS**, Assignor desires to convey, transfer, assign, and deliver all of its rights in and to the Assigned Trademarks (as defined below) pursuant to the Purchase Agreement and on the terms and subject to the conditions set forth in this Assignment and Assignee desires to accept the same.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby does irrevocably sell, convey, transfer, and assign to Assignee, and its successors and assigns, and Assignee agrees to accept, effective as of the date first set forth above, all right, title and interest in and to the trademarks set forth on Exhibit A attached hereto (the “**Assigned Trademarks**”), together with all common law rights and associated good will of Assignor or the Business connected with the use of or symbolized thereby, and all claims for damages by reason of past infringement with the right to sue for and collect damages, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned Trademarks to its fullest extent anywhere in the world, without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan or other exploitation of the Assigned Trademarks. Assignor hereby agrees that it shall not take any action that may restrict Assignee’s ownership rights in the Assigned Trademarks and that it shall discontinue any use or exploitation of the Assigned Trademarks. Assignor hereby authorizes the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned Trademarks to identify Assignee as the owner of all applications and registrations issuing from any applications pending related to the Assigned Trademarks. Assignor further hereby authorizes the United States Patent and Trademark Office and any trademark office in any and all foreign countries to issue any and all registrations related to the Assigned Trademarks to Assignee as the assignee of Assignor’s entire right, title and interest in and to the same.

2. Further Assurances. Assignor agrees, without further consideration, to take such actions, including without limitation, the execution, acknowledgment, and delivery of documents, as may be necessary and appropriate or reasonably requested by Assignee to further effectuate the assignment contemplated herein. Without limitation, Assignor agrees that, when requested by Assignee, Assignor will promptly sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Assigned Trademarks in all countries and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

3. Remedies. Assignor acknowledges and agrees that any violation of this Assignment will cause immediate and irreparable harm to Assignee and the damages may be difficult or impossible to measure. Therefore upon any actual or impending violation of this Assignment, Assignee may seek a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining any such violation by Assignor or any person or entity acting in concert with or on behalf of Assignor. Such remedy shall be additional to and not in limitation of any other remedy that may otherwise be available either in equity or at law.

4. Successors and Assigns. All of the terms and provisions of this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

5. Governing Law. All questions concerning the construction, validity, and interpretation of this Assignment and the performance of the obligations imposed by this Assignment will be governed by the laws of the State of Delaware without reference to any conflict of laws rules.

6. Amendment, Waiver. Any waiver of a Party's rights under this Assignment may only be made by a writing signed by the Party waiving such rights and the failure of any Party hereto to enforce at any time any provision of this Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Assignment shall be held to constitute a waiver of any other or subsequent breach.

7. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment unless the consummation of the transaction contemplated hereby is adversely affected thereby.

8. Counterparts. This Agreement may be executed in separate counterparts (any of which may be delivered by facsimile or electronic image transmission, including PDF file), each of which will be an original and all of which taken together will constitute one and the same agreement.

9. Electronic Delivery. The exchange of copies of this Assignment and of signature pages by facsimile or electronic transmission (“**Electronic Delivery**”) shall constitute effective execution and delivery of this Assignment as to the Parties, shall be treated as an original agreement and signature pages thereof for all purposes, and shall be deemed to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, each other Party hereto shall re-execute original forms thereof and deliver them to all other Parties. No Party hereto shall raise the use of such Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery, as a defense to the formation of a contract and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

*- Signatures appear on the following page -*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above.

DUNBAR DIGITAL ARMOR, LLC

By: 

Name: Kevin Dunbar

Title: Chief Executive Officer

MDR, LLC

By: \_\_\_\_\_

Name:

Title:

[Signature page to Trademark Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above.

DUNBAR DIGITAL ARMOR, LLC

By: \_\_\_\_\_  
Name: Kevin Dunbar  
Title: Chief Executive Officer

MDR, LLC

By: \_\_\_\_\_  
Name: Robert C. Dunn  
Title: Assistant Secretary

[Signature page to Trademark Assignment and Assumption Agreement]

**TRADEMARK**  
**REEL: 006465 FRAME: 0533**

**EXHIBIT A**  
**ASSIGNED TRADEMARKS**

MARK	COUNTRY	OWNER/ASSIGNEE	STATUS	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE	GOODS AND SERVICES
CYPHON	United States	Dunbar Digital Armor, LLC	Registered	87129137	August 5, 2016	5170268	March 28, 2017	Int'l Cl. 9: Computer software for data aggregation and management, namely, collecting, normalizing, indexing, enhancing, searching, monitoring, organizing, and analyzing data.
CYPHON & Design  <b>Cyphon</b>	United States	Dunbar Digital Armor, LLC	Registered	87138431	August 15, 2016	5175818	April 4, 2017	Int'l Cl. 9: Computer software for data aggregation and management, namely, collecting, normalizing, indexing, enhancing, searching, monitoring, organizing, and analyzing data.

**TRADEMARK**