

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENTRIFY CORPORATION		08/15/2018	Corporation:
RECEIVING PARTY DATA			
Name:	APPS & ENDPOINT COMPANY, LLC		
Street Address:	1209 ORANGE STREET		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87485686	MFA EVERYWHERE	
CORRESPONDENCE DATA			
Fax Number:	3108205988		
<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:	404-872-7000		
Email:	BSTZFIPGroup@wbd-us.com, nedy.calderon@wbd-us.com		
Correspondent Name:	WOMBLE BOND DICKINSON (US) LLP ATTN: IP		
Address Line 1:	P.O. BOX 7037		
Address Line 4:	ATLANTA, GEORGIA 30357-0037		
NAME OF SUBMITTER:	Eric S Hyman		
SIGNATURE:	/eric s hyman/		
DATE SIGNED:	12/12/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of August 15, 2018 (the "Effective Date"), by and between Centrifly Corporation, a Delaware corporation, with a registered office at 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 ("Assignor") and Apps & Endpoint Company, LLC, a Delaware limited liability company, with a registered office at 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 ("Assignee"). Assignor, on the one hand, and Assignee on the other hand, may each individually be referred to as a "Party" and together as the "Parties."

WHEREAS, Project Century Merger Sub, Inc., Assignor and Assignee are parties to that certain Business Purchase Agreement dated as of August 13, 2018 (as amended, the "Business Purchase Agreement") pursuant to which Assignor agreed to sell certain assets Assignee; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademarks and trademark applications set forth on Schedule A attached hereto (the "Transferred Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Transferred Trademarks, including all common law rights associated therewith, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, together with the goodwill associated therewith, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Trademarks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Transferred Trademarks, including any renewals and extensions thereof.

Assignor shall, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents, to assist Assignee in obtaining, perfecting, sustaining, defending and/or enforcing the Transferred Trademarks. Such assistance shall include providing prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing trademark applications and conducting prosecution, interference, infringement or other proceedings with respect to the Transferred Trademarks.

Except as expressly provided in the Business Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Transferred Trademarks. This Assignment is intended to implement the provisions of the Business Purchase Agreement, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party thereunder. To the extent that any provision of this Assignment is inconsistent or conflicts with the Business Purchase Agreement, the provisions of the Business Purchase Agreement shall control. The Parties may execute this Assignment in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile or PDF signature and such facsimile or PDF signature shall be deemed an original. The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date by their duly-authorized representatives.

Centrify Corporation

By: 
Name: Tim Steinkopf
Title: President

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date by their duly-authorized representatives.

Apps & Endpoint Company, LLC

By: 
Name: Danny Kibel
Title: President

Schedule A

Transferred Trademarks

JURISDICTION	TITLE	FILING DATE	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.
USA	MFA EVERYWHERE	06/12/17	87485686	01/16/18	5378923