

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505227

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BeyondTrust Corporation		12/31/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BeyondTrust Software, Inc.		
<b>Street Address:</b>	5090 N. 40th Street, Suite 400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85018		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3824795	LIEBERMAN SOFTWARE	
<b>Registration Number:</b>	5354369	LIEBERMAN RED RAPID ENTERPRISE DEFENSE	
<b>Registration Number:</b>	3040519	LIEBERMAN SOFTWARE CORPORATION	
<b>Serial Number:</b>	86807082	LIEBERMAN RED	
<b>Serial Number:</b>	87334251	LIEBERMAN RED RAPID ENTERPRISE DEFENSE	
<b>Serial Number:</b>	87334259	DETECT, RESPOND AND HEAL	
<b>Serial Number:</b>	86748844	UNITRUST SECURITY PLATFORM	
<b>Serial Number:</b>	86807103	RAPID ENTERPRISE DEFENSE	
<b>Serial Number:</b>	86561092	UNITRUST PLATFORM	
<b>Serial Number:</b>	86568764	ADAPTIVE PRIVILEGE MANAGEMENT	
<b>Serial Number:</b>	86562364	ACTIVE CYBER DEFENSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6518946801		
<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>	651-894-6800		
<b>Email:</b>	docketing@ploen.com		
<b>Correspondent Name:</b>	Sean Ploen		
<b>Address Line 1:</b>	1595 Selby Avenue, Suite 300		
<b>TRADEMARK</b>			

OP \$290.00 3824795

<b>Address Line 4:</b>	Saint Paul, MINNESOTA 55402
<b>NAME OF SUBMITTER:</b>	Sean Ploen
<b>SIGNATURE:</b>	/Sean Ploen/
<b>DATE SIGNED:</b>	01/09/2019
<b>Total Attachments: 5</b> source=Trademark Assignment -- BeyondTrust Corporation to BeyondTrust Software#page1.tif source=Trademark Assignment -- BeyondTrust Corporation to BeyondTrust Software#page2.tif source=Trademark Assignment -- BeyondTrust Corporation to BeyondTrust Software#page3.tif source=Trademark Assignment -- BeyondTrust Corporation to BeyondTrust Software#page4.tif source=Trademark Assignment -- BeyondTrust Corporation to BeyondTrust Software#page5.tif	

## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is made as of December 31, 2018 (the "Effective Date"), by and between BeyondTrust Corporation, a Delaware corporation ("Assignor") and BeyondTrust Software, Inc., a California corporation ("Assignee"). Each of Assignor and Assignee is referred to herein individually as a "party" and collectively as the "parties."

**WHEREAS**, concurrently with the execution of this Agreement, Assignor and Assignee are entering into that certain Contribution Agreement (the "Contribution Agreement"), pursuant to which Assignor is contributing certain intellectual property rights, to Assignee, including, without limitation, the Assigned IP (defined below);

**WHEREAS**, the Contribution Agreement contemplates execution of this Agreement; and

**WHEREAS**, the parties desire to execute and deliver this Agreement for the purpose of effecting the assignment by Assignor of all of its right, title and interest in and to the Patents, Marks, and Domain Names (as each of those terms is defined below) (collectively, the "Assigned IP").

**NOW THEREFORE**, in consideration of the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms have the meanings set forth below.

(a) "Domain Names" means internet domain names and internet domain name registrations set forth on Schedule A attached hereto.

(b) "Marks" means trademark and service mark registrations and applications set forth on Schedule A attached hereto;

(c) "Patents" means patents and patent applications set forth on Schedule A attached hereto.

2. Assignment. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably and unconditionally conveys and assigns to Assignee (a) all of Assignor's right, title, and interest in and to the Assigned IP, 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 Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Assigned IP, all claims for damages by reason of past, present

and future infringements of the Assigned IP or injury to the goodwill associated with the Assigned IP, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, for the use and benefit of Assignee and its successors, assigns and other legal representatives (collectively, the "Assignment").

3. Effective Time. This Agreement shall be effective upon the Effective Date.

4. Further Assurances. Assignor shall use commercially reasonable efforts: (i) to consummate, confirm, or evidence the transfer to Assignee of the Assigned IP; and (ii) to assist Assignee in preserving or perfecting its rights in the Assigned IP.

5. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Agreement will be construed under and in accordance with, and governed in all respects by, the laws of the State of Delaware, without regard to its conflict of law principles.

(c) This Agreement may be amended or modified only by a written instrument executed by all of the parties.

(d) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, such determination shall not affect the enforceability of any others or the remainder of this Agreement.

(e) This Agreement may be executed in any number of counterparts (including by facsimile or electronic signature), each of which will be deemed an original as against the party whose signature appears thereon, but all of which taken together will constitute but one and the same instrument.

(f) This Agreement, together with the Purchase Agreement, contains the entire understanding of the parties with respect to the subject matter of this Agreement. All other express or implied agreements and understandings, either oral or written, made on or before the Effective Date, are expressly superseded by this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**BEYONDTRUST CORPORATION**

By: Matt Dircks

Name: Matt Dircks

Title: Chief Executive Officer and President

**BEYONDTRUST SOFTWARE, INC.**

By: Matt Dircks

Name: Matt Dircks

Title: Chief Executive Officer and President

## SCHEDULE A

### Subject IP

For purposes of clarity, the Subject IP includes the following Marks and Domain Names:

#### Marks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
LIEBERMAN SOFTWARE and Design	U.S.	77/895,190	12/16/2009	3,824,795	07/27/2010	Registered
LIEBERMAN RED	U.S.	86/807,082	11/02/2015	[ ]	[ ]	Pending
LIEBERMAN RED – RAPID ENTERPRISE DEFENSE	U.S.	87/334,251	02/13/2017	[ ]	[ ]	Pending
DETECT, RESPOND AND HEAL	U.S.	87/334,259	02/13/2017	[ ]	[ ]	Pending
LIEBERMAN RED – RAPID ENTERPRISE DEFENSE and Design	U.S.	87/435,550	05/03/2017	5,354,369	12/12/2017	Registered
UNITRUST SECURITY PLATFORM	U.S.	86/748,844	11/05/2015	N/A	N/A	Dead
RAPID ENTERPRISE DEFENSE	U.S.	86/807,103	11/02/2015	N/A	N/A	Dead
UNITRUST PLATFORM	U.S.	86/561,092	03/11/2015	N/A	N/A	Dead
ADAPTIVE PRIVILEGE MANAGEMENT	U.S.	86/568,764	03/18/2015	N/A	N/A	Dead
ACTIVE CYBER DEFENSE	U.S.	86/562,364	03/12/2015	N/A	N/A	Dead
LIEBERMAN SOFTWARE CORPORATION and Design	U.S.	78/435,693	06/15/2004	3,040,519	01/10/2006	Dead

#### Domain Names

Administrator-password.com
Fisma-audit.com
Group-security.com
Hipaa-password.com
Pci-password.com
Pci-passwords.com
Privileged-account-management.com
Privileged-identity-manager.com

Privileged-identity.com
Privileged-user-management.com
Privileged-user.com
Privileged-identity.com
Registry-security.com
Root-password.com
Share-security.com
Liebsoft.net
Liebsoft.cn
Liebsoft.de
Liebsoft.co.uk
Liebermansoftware.com
Liebsoft.com
Lanicu.com

**US PATENTS AND PATENT APPLICATIONS**

<b>App. No. (Date)</b>	<b>Patent No. (Date)</b>	<b>Inventors</b>	<b>Title</b>	<b>Status</b>
10/709,965 (06/09/2004)	7,568,230 (07/28/2009)	Philip Lieberman; Nicholas M. Carroll	System for Selective Disablement and Locking Out of Computer System Objects	Patented
10/710,491 (07/15/2004)	8,060,937 (11/15/2011)	Nicholas M. Carroll	System for Protecting Domain System Configurations from Users with Local Privilege Rights	Patented
10/906,028 (01/31/2005)		Nicholas M. Carroll; Philip Lieberman; Jotham Schwartz; Jason A. Fredrickson	Instrumentation for Alarming a Software Product	Abandoned
62/505,807 (05/12/2017)		Patrick Carroll	Rapid Enterprise Defense Offline Password Management	Pending