

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ID Agent LLC		01/24/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kaseya Limited		
Street Address:	One Custom House Plaza, IFSC		
City:	Dublin		
State/Country:	IRELAND		
Postal Code:	D01 H5Y9		
Entity Type:	Public Company Limited By Shares: IRELAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5581183	ID AGENT	
Registration Number:	5088588	DARK WEB ID	
Registration Number:	5639275	SPOTLIGHT ID	
Serial Number:	88255536	BULLPHISH	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Max Goodman c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	121982.00048 MG		
NAME OF SUBMITTER:	Max S. Goodman		
SIGNATURE:	/Max S. Goodman/		
DATE SIGNED:	01/24/2019		
Total Attachments: 7			
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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "Assignment") is made and entered into as of January 24, 2019 ("Effective Date") by and between ID Agent LLC, a Delaware limited liability company ("Assignor"), and Kaseya Limited, a private company limited by shares incorporated and existing under the laws of Ireland ("Assignee").

WHEREAS, pursuant to that certain Unit Purchase Agreement, dated as of January 24, 2019, by and among Assignor, Assignee and the other Persons party thereto (the "Purchase Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed therein), Assignor has agreed to irrevocably sell, assign, transfer, convey and deliver to Assignee Assignor's entire right, title and interest in and to all Intellectual Property owned or purported to be owned by Assignor, including, without limitation, (a) the Company's products and services, including, without limitation, (i) all related unregistered trademarks and trade names, (ii) the current and all prior versions of the Dark Web ID and Spotlight ID software programs, in any and all forms (including source code) and media, and (iii) all documentation therefor and trade secrets and unregistered copyrights embodied therein, and (b) the other Intellectual Property listed or otherwise described on Schedule A hereto (collectively, the "Assigned IP"); and

WHEREAS, the Assignor is the owner of all right, title, and interest in and to the Assigned IP.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Assignor does hereby irrevocably sell, convey, assign, transfer and deliver to Assignee, its successors and assigns, and the Assignee purchases and accepts from the Assignor, all of Assignor's right, title and interest in and to (a) the Assigned IP, including all common-law rights therein or related thereto and the goodwill of the business symbolized thereby, and (b) all other Intellectual Property that is owned by Assignor and used or held for use in or necessary for the conduct of the Business, together with (c) the right to apply for and obtain registrations and renewals for the foregoing, and (d) the right to bring any action, claim or proceeding for the infringement, misappropriation, dilution or unauthorized use of any of the foregoing accruing or occurring at any time prior to, on or after the Effective Date and to retain all monies and proceeds therefrom ((a) through (d) collectively, the "Assigned Rights"). The Assignor further consents to recordation of this Assignment by the Assignee, including with the United States Patent and Trademark Office or similar foreign offices.

2. Assignee shall hold the Assigned Rights for its and its successors' and assigns' enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. All representations, warranties and indemnities with respect to the Assigned Rights shall be applied solely as set forth in the Purchase Agreement, and none are contained in this Assignment.

3. At any time and from time to time upon the request of Assignee, Assignor shall take all actions that are required to vest, effect, record and perfect ownership of the Assigned Rights with Assignee. Without limiting the generality of the foregoing, Assignor shall, at Assignee's written request, cooperate reasonably promptly with Assignee to effect a transfer of all registrations, accounts, account administrators, registrar contacts and contact information for the domain names and social media identifiers on Schedule A to persons or entities designated by Assignee.

4. This Assignment may be signed in counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

5. This Assignment shall be governed by and be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

6. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

7. This Assignment shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument. This Assignment may be executed by facsimile, photo, or electronic signature and such facsimile, photo, or electronic signature shall constitute an original for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this IP Assignment Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

ID AGENT LLC

By: DocuSigned by:
Kevin Lancaster

8622FE6479724A4...
Name: Kevin Lancaster

Title: CEO

KASEYA LIMITED

By:

Name:

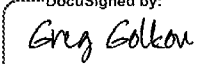
Title:

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this IP Assignment Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

ID AGENT LLC

By: _____
Name:
Title:

KASEYA LIMITED

DocuSigned by:

By: _____
Name: Gregory Golkov
Title: Authorized Person

Schedule A

Assigned IP

Trademarks

Trademark Assignment	Registration No. /	Serial No.	Registration Date /	Application Date
ID Agent	5581183	86852230	Oct. 09, 2018	Dec. 17, 2015
Dark Web ID	5088588	86728710	Nov. 22, 2016	Aug. 18, 2015
SpotLight ID	5639275	87648538	Dec. 25, 2018	Oct. 17, 2017
Bullphish		88255536		Jan. 09, 2019

Domain Names (including all content on the corresponding websites)

Bizphish.com
Bizphishid.com
Breachability.com
Breachfly.com
Breachpod.com
Breachpodcast.com
Breachsecured.com
Breachsecurednow.com
Bullphish.com
Bullphishid.com
Darkwebid.com
Darkwebid.sucks
Darkwebidentity.com
Deepwebid.com
Dwidentity.com
Globalpasswordmonth.com
Globalpassworkmonth.org
Idagent.com
Idagent.sucks
Identityagent.com
Idspotlight.com
Idspotlite.com
Mymptleads.com

Mymsstleads.com
Myspotlightid.com
Nationalpasswordmonth.com
Nationalpasswordmonth.org
Passwordmonth.com
Passwordmonth.org
Phishid.com
Phishmeid.com
Rapididentityresponse.com
Rapidresponse.com
Securedbreachresponse.com
Securedresponse.com
Spotlighted.me
Spotlightidentity.com
Spotlightmyid.com
Spotliteid.com
Theftguardid.com
Theweekinbreach.com
Thisweekinbreach.com
Worldpasswordmonth.com
Worldpasswordmonth.org

Social Media Accounts (including all content thereof)

Product	Social Media Account	Url
ID Agent	LinkedIn	https://www.linkedin.com/company/id-agent/
ID Agent	Facebook	https://www.facebook.com/MyIDAgent/
ID Agent	Twitter	https://twitter.com/ID_Agent
ID Agent	Twitter	https://twitter.com/myidentityagent (not in use since May 2017)
ID Agent	Google	https://plus.google.com/101201864508378760214 (not in use since May 2017)
ID Agent	Instagram	https://www.instagram.com/id_agent/ (parked)
Dark Web ID	Twitter	https://twitter.com/DarkWebID
Dark Web ID	Instagram	https://www.instagram.com/dark.web_id/ (parked)
Dark Web ID	LinkedIn	https://www.linkedin.com/company/darkwebid (parked)
Dark Web ID	Facebook	https://www.facebook.com/Dark-Web-ID-614286408983499/

		(parked)
Bull Phish ID all parked	Twitter	https://twitter.com/BullPhishID
Bull Phish ID all parked	Facebook	https://www.facebook.com/BullPhishID
Bull Phish ID all parked	LinkedIn	https://www.linkedin.com/company/bullphish-id/
Bull Phish ID all parked	Instagram	https://www.instagram.com/bullphishid/

Proprietary Software

Darkweb ID
BullPhish ID
Customer Sales and Marketing Databases
Darkweb ID Databases