

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510156

<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>
CORE SECURITY SDI CORPORATION		02/07/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Help/Systems, LLC		
<b>Street Address:</b>	6533 Flying Cloud Drive		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5237929	CORE SECURITY	
<b>Registration Number:</b>	5237928	CORE SECURITY	
<b>Registration Number:</b>	4930629	THINK LIKE AN ATTACKER	
<b>Registration Number:</b>	4549202	COURION SEE RISK IN A WHOLE NEW WAY	
<b>Registration Number:</b>	4549203	COURION	
<b>Registration Number:</b>	4549204	COURION	
<b>Registration Number:</b>	4549205	COURION SEE RISK IN A WHOLE NEW WAY	
<b>Registration Number:</b>	4467980	CLOUDINSPECT	
<b>Registration Number:</b>	4405599	WEBVERIFY	
<b>Registration Number:</b>	4390684	CORE INSIGHT	
<b>Registration Number:</b>	4478479	SEE RISK IN A WHOLE NEW WAY	
<b>Registration Number:</b>	4552127	COURIONLIVE	
<b>Registration Number:</b>	4365330	ACCESS INSIGHT	
<b>Registration Number:</b>	3281820	ROLECOURIER	
<b>Registration Number:</b>	3089904	DIRECT!	
<b>Registration Number:</b>	3080058	CORE WISDOM	
<b>Registration Number:</b>	3101077	CORE FORCE	
<b>Registration Number:</b>	2921112	CORE IMPACT	
<b>Registration Number:</b>	3107152	CORE SECURITY	
<b>TRADEMARK</b>			

OP \$915.00 5237929

Property Type	Number	Word Mark
Registration Number:	3073887	CORELABS
Registration Number:	2684538	CERTIFICATECOURIER
Registration Number:	2664291	ACCOUNTCOURIER
Registration Number:	2605758	PROFILECOURIER
Registration Number:	2509813	PASSWORDCOURIER
Registration Number:	2184614	COURION
Serial Number:	87181456	CORE NETWORK INSIGHT
Serial Number:	87059089	CORE IMPACT
Serial Number:	87059144	CORE VULNERABILITY INSIGHT
Serial Number:	87059163	CORE PASSWORD
Serial Number:	87059211	CORE PROVISIONING
Serial Number:	87059199	CORE ACCESS
Serial Number:	87059228	CORE COMPLIANCE
Serial Number:	87059249	CORE ACCESS INSIGHT
Serial Number:	87059270	CORE MOBILE RESET
Serial Number:	86959604	CORE SECURITY
Serial Number:	88105768	CORE IMPACT

**CORRESPONDENCE DATA**

Fax Number: 6124927077

*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.*

Phone: 612-492-7717

Email: ip@fredlaw.com

Correspondent Name: Michelle Hill, Paralegal

Address Line 1: FREDRIKSON & BYRON, P.A.

Address Line 2: Suite 4000

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	51940
NAME OF SUBMITTER:	Michelle Hill
SIGNATURE:	/Michelle Hill/
DATE SIGNED:	02/14/2019

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of February 7, 2019 by Core Security SDI Corporation, a Delaware corporation ("Assignor"), in favor of Help/Systems, LLC, a Delaware limited liability company ("Assignee").

Assignor and Assignee are parties to the Asset Purchase Agreement dated as of the same date hereof (the "Purchase Agreement"), whereby Assignor has agreed to assign the trademarks and trademark registrations set forth on Exhibit A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Exhibit A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor 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, 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. Assignor 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 Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or

successor thereto. Assignee agrees and acknowledges that to the best of its knowledge the recordal of this Assignment will not cause confusion amongst the public.

3. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

4. Controlling Terms. Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

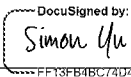
5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

**Assignor:**

**CORE SECURITY SDI CORPORATION**

By:  \_\_\_\_\_  
Name: Simon Yu  
Its: Secretary

AGREED TO AND ACCEPTED:

**Assignee:**

**HELP/SYSTEMS, LLC**

By: \_\_\_\_\_  
Name: Wesley C. Fredenburg  
Its: Secretary

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

Assignor:

**CORE SECURITY SDI CORPORATION**

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

Name: Simon Yu

Its: Secretary

AGREED TO AND ACCEPTED:

Assignee:






**HELP/SYSTEMS, LLC**

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

Name: Wesley C. Fredenburg

Its: Secretary

**EXHIBIT A  
TO TRADEMARK ASSIGNMENT**

<b>Trademark</b>	<b>Ser./Reg. No.</b>	<b>Filing/Reg. Date</b>	<b>Country</b>	<b>Owner</b>	<b>Status</b>
CORE SECURITY	App 86959609 Reg 5237929	App 31-MAR-2016 Reg 04-JUL-2017	U.S.	CORE SECURITY SDI CORPORATION	Registered
	App 86959605 Reg 5237928	App 31-MAR-2016 Reg 04-JUL-2017	U.S.	CORE SECURITY SDI CORPORATION	Registered
THINK LIKE AN ATTACKER	App 86553619 Reg 4930629	App 04-MAR-2015 Reg 05-APR-2016	U.S.	CORE SECURITY SDI CORPORATION	Registered
	App 86001732 Reg 4549202	App 03-JUL-2013 Reg 10-JUN-2014	U.S.	CORE SECURITY SDI CORPORATION	Registered
	App 86001736 Reg 4549203	App 03-JUL-2013 Reg 10-JUN-2014	U.S.	CORE SECURITY SDI CORPORATION	Registered
	App 86001744 Reg 4549204	App 03-JUL-2013 Reg 10-JUN-2014	U.S.	CORE SECURITY SDI CORPORATION	Registered
	App 86001748 Reg 4549205	App 03-JUL-2013 Reg 10-JUN-2014	U.S.	CORE SECURITY SDI CORPORATION	Registered
CLOUDINSPECT	App 85668473 Reg 4467980	App 03-JUL-2012 Reg 14-JAN-2014	U.S.	CORE SECURITY SDI CORPORATION	Registered Supplemental Register
WEBVERIFY	App 85668532 Reg 4405599	App 03-JUL-2012 Reg 24-SEP-2013	U.S.	CORE SECURITY SDI CORPORATION	Registered
CORE INSIGHT	App 85667390 Reg 4390684	App 02-JUL-2012 Reg 27-AUG-2013	U.S.	CORE SECURITY SDI CORPORATION	Registered
SEE RISK IN A WHOLE NEW WAY	App 85430483 Reg 4478479	App 23-SEP-2011 Reg 04-FEB-2014	U.S.	CORE SECURITY SDI CORPORATION	Registered
COURIONLIVE	App 85430490 Reg 4552127	App 23-SEP-2011 Reg 17-JUN-2014	U.S.	CORE SECURITY SDI CORPORATION	Registered
ACCESS INSIGHT	App 85430494 Reg 4365330	App 23-SEP-2011 Reg 09-JUL-2013	U.S.	CORE SECURITY SDI CORPORATION	Registered
ROLECOURIER	App 77034104 Reg 3281820	App 01-NOV-2006 Reg 21-AUG-2007	U.S.	CORE SECURITY SDI CORPORATION	Registered
DIRECT!	App 78616358 Reg 3089904	App 25-APR-2005 Reg 09-MAY-2006	U.S.	CORE SECURITY SDI CORPORATION	Registered
CORE WISDOM	App 76382015 Reg 3080058	App 14-MAR-2002 Reg 11-APR-2006	U.S.	CORE SECURITY SDI CORPORATION	Registered
CORE FORCE	App 76383400 Reg 3101077	App 14-MAR-2002 Reg 06-JUN-2006	U.S.	CORE SECURITY SDI CORPORATION	Registered
CORE IMPACT	App 76383401 Reg 2921112	App 14-MAR-2002 Reg 25-JAN-2005	U.S.	CORE SECURITY SDI CORPORATION	Registered
CORE SECURITY	App 76257199 Reg 3107152	App 15-MAY-2001 Reg 20-JUN-2006	U.S.	CORE SECURITY SDI CORPORATION	Registered
CORELABS	App 76257532 Reg 3073887	App 15-MAY-2001 Reg 28-MAR-2006	U.S.	CORE SECURITY SDI CORPORATION	Registered
CERTIFICATECOURIER	App 76255249 Reg 2684538	App 10-MAY-2001 Reg 04-FEB-2003	U.S.	CORE SECURITY SDI CORPORATION	Registered
ACCOUNTCOURIER	App 76205765	App 06-FEB-2001	U.S.	CORE SECURITY SDI	Registered

Trademark	Ser./Reg. No.	Filing/Reg. Date	Country	Owner	Status
	Reg 2664291	Reg 17-DEC-2002		CORPORATION	
PROFILECOURIER	App 76196989 Reg 2605758	App 19-JAN-2001 Reg 06-AUG-2002	U.S.	CORE SECURITY SDI CORPORATION	Registered
PASSWORDCOURIER	App 76177417 Reg 2509813	App 07-DEC-2000 Reg 20-NOV-2001	U.S.	CORE SECURITY SDI CORPORATION	Registered
COURION	App 75125597 Reg 2184614	App 26-JUN-1996 Reg 25-AUG-1998	U.S.	CORE SECURITY SDI CORPORATION	Registered
CORE NETWORK INSIGHT	App 87181456	App 23-SEP-2016	U.S.	CORE SECURITY SDI CORPORATION	Pending Intent to Use
CORE IMPACT	App 87059089	App 03-JUN-2016	U.S.	CORE SECURITY SDI CORPORATION	Pending Intent to Use
CORE VULNERABILITY INSIGHT	App 87059144	App 03-JUN-2016	U.S.	CORE SECURITY SDI CORPORATION	Pending Intent to Use
CORE PASSWORD	App 87059163	App 03-JUN-2016	U.S.	CORE SECURITY SDI CORPORATION	Pending Intent to Use
CORE PROVISIONING	App 87059211	App 03-JUN-2016	U.S.	CORE SECURITY SDI CORPORATION	Pending Intent to Use
CORE ACCESS	App 87059199	App 03-JUN-2016	U.S.	CORE SECURITY SDI CORPORATION	Pending Intent to Use
CORE COMPLIANCE	App 87059228	App 03-JUN-2016	U.S.	CORE SECURITY SDI CORPORATION	Pending Intent to Use
CORE ACCESS INSIGHT	App 87059249	App 03-JUN-2016	U.S.	CORE SECURITY SDI CORPORATION	Pending Intent to Use
CORE MOBILE RESET	App 87059270	App 03-JUN-2016	U.S.	CORE SECURITY SDI CORPORATION	Pending Intent to Use
	App 86959604	App 31-MAR-2016	U.S.	CORE SECURITY SDI CORPORATION	Pending Intent to Use
CORE IMPACT	App 88105768	App 05-SEP-2018	U.S.	CORE SECURITY SDI CORPORATION	Pending