

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM582343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camelot UK Bidco Limited		01/01/2020	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	OpSec Online Limited		
Street Address:	40 Phoenix Road		
City:	Washington		
State/Country:	UNITED KINGDOM		
Postal Code:	NE38 0AD		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3399398	EARLY WARNING SYSTEM	
Registration Number:	4523531	PROTECTING BRANDS IN THE DIGITAL WORLD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	208-389-5740		
Email:	ldonerkiel@opsecsecurityonline.com		
Correspondent Name:	Liz Donerkiel		
Address Line 1:	3540 E Longwing Lane, Suite 300		
Address Line 4:	Meridian, IDAHO 83646		
NAME OF SUBMITTER:	Liz Donerkiel		
SIGNATURE:	/liz donerkiel/		
DATE SIGNED:	06/22/2020		
Total Attachments: 5			
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OP \$65.00 3399398

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “Assignment”) dated and effective as of January 1, 2020, is entered into by and between Camelot UK Bidco Limited, a private limited company organized under the laws of England and Wales (“Assignor”) and OpSec Online Limited (formerly known as Orca Delta UK Limited), a private limited company organized under the laws of England and Wales (“Assignee”). Assignor and Assignee are collectively referred to herein as the “Parties.”

WHEREAS, pursuant to that certain Stock and Asset Purchase Agreement, dated as of November 3, 2019, as may be amended (the “Agreement”), by and among Assignor, OpSec Online LLC (formerly known as OpSec Delta LLC), a Delaware limited liability company (“Buyer US”), Assignee, together with Buyer US, (“Buyers”) and Guarantor, Assignor agreed to assign, transfer and convey to Assignee, among other things, all of Assignor’s rights, title, and interest in and to those registered trademarks and trademark registration applications set forth on Schedule A attached hereto (the “Trademarks”); and

WHEREAS, in accordance with and subject to the terms of the Agreement, Assignor has agreed to execute this Assignment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Agreement.
2. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, all right, title and interest of Assignor in and to the Trademarks together with the goodwill associated therewith and which is symbolized thereby, including without limitation, all rights to and claims for damages, restitution and injunctive and other relief, together with the right to sue for, collect and retain the proceeds for past, present and future infringement or other violation thereof, free and clear of all Liens, other than Permitted Liens.
3. Recording the Assignment. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office and at corresponding agencies in relevant jurisdictions to record this Assignment and record Assignee as the owner of the Trademarks and to issue any and all Trademark registrations to Assignee, as assignee of Assignor’s entire right, title and interest in, to, and under the same.
4. Stock and Asset Purchase Agreement Governs. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, limit, amend, supplement, modify, vary or enlarge any of the rights, obligations, covenants, agreements, representations or warranties of the Parties under the Agreement, and this Assignment is intended only to effect the conveyance of the Trademarks. In the event of any conflict between the provisions of this Assignment, on the one hand, and the provisions of the Agreement (including

the schedules and exhibits thereto), on the other hand, the provisions of the Agreement shall control.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such PDF signature was an original thereof.

6. Governing Law. This Assignment, and all claims or causes of action based upon, arising out of, or related to this Assignment, shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

7. Further Assurances. Assignor shall provide Assignee and its successors and assigns reasonable cooperation and assistance (including the execution and delivery of any and all country specific forms of assignment, affidavits, declarations, oaths, exhibits, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register or maintain the rights assigned herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their respective authorized directors or officers as of the day and year first above written.

CAMELOT UK BIDCO LIMITED

By: _____

Name: Stephen Hartman

Title: Director

OPSEC ONLINE LIMITED

By: _____

Name: Richard Cremona

Title: Director

[Signature Page to Trademark Assignment Agreement]


TRADEMARK
REEL: 006975 FRAME: 0606

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their respective authorized directors or officers as of the day and year first above written.

CAMELOT UK BIDCO LIMITED

By: _____
Name: Stephen Hartman
Title: Director

OPSEC ONLINE LIMITED

By:  _____
Name: Richard Cremona
Title: Director

[Signature Page to Trademark Assignment Agreement]

Schedule A

Mark	Country	Application Number	Registration Number
EARLY WARNING SYSTEM	United States	78484671	3399398
PROTECTING BRANDS IN THE DIGITAL WORLD	United States	85600478	Supplemental Register 4523531
DTECNET	Community Trademark	4067096	4067096
DTECNET	International	853247	853247
DTECNET	United States	79/012,066	3107108