

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iolo technologies llc		06/30/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RealDefense LLC		
Street Address:	1541 Ocean Ave, Suite 200		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4146564	I	
Registration Number:	3137246		
Registration Number:	2549676	I	
Registration Number:	4032783	CRUDD REMOVER	
Registration Number:	2807366	DRIVESCRUBBER	
Registration Number:	2711247	INCINERATOR	
Registration Number:	2549694	IOLO	
Registration Number:	2510042	MACRO MAGIC	
Registration Number:	3191652	NETBOOSTER	
Registration Number:	3544459	PC TOTALCARE	
Registration Number:	4110517	PROGRAM ACCELERATOR	
Registration Number:	3842440	STAY TUNED	
Registration Number:	2515068	SYSTEM MECHANIC	
Registration Number:	3129248	SYSTEM MECHANIC PROFESSIONAL	
Registration Number:	2767993	SYSTEM SHIELD	
Registration Number:	3632125	TOTALCARE	
Registration Number:	4130030	WHOLE HOME LICENSE	
Registration Number:	4459652	WINSPRESSO	
Serial Number:	88490421	SYSTEM MECHANIC ULTIMATE DEFENSE	
TRADEMARK			

OP \$515.00 4146564

Property Type	Number	Word Mark
Serial Number:	88770941	PRIVACY GUARDIAN

CORRESPONDENCE DATA

Fax Number:

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: 8186596504
 Email: astander@invictusadvisors.com
 Correspondent Name: Ashley Stander
 Address Line 1: 950 County Square, Suite 104
 Address Line 4: Ventura, CALIFORNIA 93003

ATTORNEY DOCKET NUMBER:	RealDefense - iolo Assign
NAME OF SUBMITTER:	Ashley Stander
SIGNATURE:	/Ashley Stander/
DATE SIGNED:	07/07/2020

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is dated as of June 30, 2020 (the "Effective Date") by and between iolo technologies, LLC, a California limited liability company ("Assignor"), and RealDefense LLC ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith, by and among Assignor, Assignee, and Phoenix Technologies Ltd., a Delaware corporation ("Parent"), (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Assigned Marks (as defined below).

NOW THEREFORE, in consideration of the mutual promises contained in the Asset Purchase Agreement and this Assignment, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the trademarks set forth on Schedule 1 attached hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth on Schedule 1, (iii) any other trademark, service mark, trade name, domain name or other source identifier that contains the term "iolo technologies", the designs set forth on Schedule 1 or any term, design or other source identifier that is a derivative of or confusingly similar to the term "iolo technologies" or the designs set forth on Schedule 1, (iv) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth on Schedule 1), and (v) any goodwill associated with any of the foregoing (collectively, the "Assigned Marks").

3. Further Assurances. Each party hereto shall, at the reasonable request of any other party hereto, and at the requesting party's cost and expense, reasonably cooperate with the other parties hereto, execute and deliver, or cause to be executed and delivered, all such other instruments and take, or cause to be taken, all such other actions as such party hereto may reasonably be requested to take by any other party hereto at any time and from time to time after the date of this Assignment, consistent with the terms of this Assignment and the Asset Purchase Agreement, to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit the assignment of the Assigned Marks as contemplated herein.

4. No Modification of the Asset Purchase Agreement. This Assignment is made pursuant to, and is subject to the terms of, the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner

the rights and obligations of Assignor or Assignee under the Asset Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

5. Amendment; Successors and Assigns. This Assignment may be amended, modified or supplemented only by written agreement of all parties hereto. This Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be an original with the same effect as if the signatures on each counterpart were upon the same instrument.

7. Headings. The headings in this Assignment are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this Assignment.

8. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the conflict of laws rules of such state.

9. Entire Agreement. This Assignment and the Asset Purchase Agreement (including the schedules, exhibits, and annexes thereto) constitute the entire agreement between the parties hereto with respect to the subject matter contained herein. This Assignment and the Asset Purchase Agreement (including the schedules, exhibits, and annexes thereto) supersede all prior agreements and understandings, both oral and written, between the parties hereto with respect to the subject matter contained herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR

IOLO TECHNOLOGIES LLC

Andrew Kang

By: Andrew Kang

Title: Chief Financial Officer

ASSIGNEE

REALDEFENSE LLC

By: Gary Guseinov

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

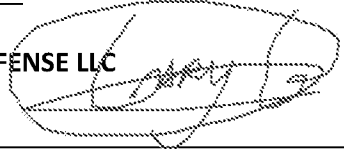
ASSIGNOR

IOLO TECHNOLOGIES LLC

By:
Title:


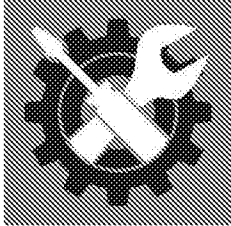

ASSIGNEE

REALDEFENSE LLC



By: Gary Guseinov
Title: Chief Executive Officer

**Schedule 1
Trademarks**

<u>COUNTRY</u>	<u>TITLE</u>	<u>APPLICATION NUMBER / REGISTRATION NUMBER</u>	<u>ISSUE DATE</u>
United States		Application No. 85/434191 Registration No. 4146564	May 22, 2012
United States		Application No. 78/633564 Registration No. 3137246	Aug 29, 2006
United States		Application No. 76/194377 Registration No. 2549676	Mar 19, 2002
United States	CRUDD REMOVER	Application No. 85/196574 Registration No. 4032783	Sep 27, 2011
United States	DRIVESCUBBER	Application No. 76/472267 Registration No. 2807366	Jan 20, 2004

<u>COUNTRY</u>	<u>TITLE</u>	<u>APPLICATION NUMBER / REGISTRATION NUMBER</u>	<u>ISSUE DATE</u>
United States	INCINERATOR	Application No. 76/426514 Registration No. 2711247	Apr 29, 2003
United States	IOLO	Application No. 76/201659 Registration No. 2549694	Mar 19, 2002
United States	MACRO MAGIC	Application No. 76/194375 Registration No. 2510042	Nov 20, 2001
United States	NETBOOSTER	Application No. 78/666367 Registration No. 3191652	Jan 2, 2007
United States	PC TOTALCARE	Application No. 77/236923 Registration No. 3544459	Dec 9, 2008
United States	PROGRAM ACCELERATOR	Application No. 85/433985 Registration No. 4110517	Mar 6, 2012

<u>COUNTRY</u>	<u>TITLE</u>	<u>APPLICATION NUMBER / REGISTRATION NUMBER</u>	<u>ISSUE DATE</u>
United States	STAY TUNED	Application No. 77668089 Registration No. 3842440	Aug 31, 2010
United States	SYSTEM MECHANIC	Application No. 76/194378 Registration No. 2515068	Dec 4, 2001
United States	SYSTEM MECHANIC PROFESSIONAL	Application No. 78/666393 Registration No. 3129248	Aug 15, 2006
United States	SYSTEM SHIELD	Application No. 76/426199 Registration No. 2767993	Sep 23, 2003
United States	TOTALCARE	Application No. 77/236932 Registration No. 3632125	Jun 2, 2009
United States	WHOLE HOME LICENSE	Application No. 85/433949 Registration No. 4130030	Apr 17, 2012

<u>COUNTRY</u>	<u>TITLE</u>	<u>APPLICATION NUMBER / REGISTRATION NUMBER</u>	<u>ISSUE DATE</u>
United States	WINSPRESSO	Application No. 85/556012 Registration No. 4459652	December 31, 2013
United States		Application No. 88490421	
United States	Privacy Guardian	Application No. 88770941	