

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FileFacets Corporation		08/13/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Data443 Risk Mitigation, Inc.		
Street Address:	101 J Morris Commons Lane		
Internal Address:	Suite 105		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5577580	ENTERPRISE ID	
Registration Number:	5323029	FILEFACETS	
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:	972-436-8141		
Email:	admin@tbennettlaw.com		
Correspondent Name:	Tamera H. Bennett		
Address Line 1:	132 W. Main Street		
Address Line 2:	Bennett Law Office, PC		
Address Line 4:	Lewisville, TEXAS 75057		
NAME OF SUBMITTER:	Tamera H. Bennett		
SIGNATURE:	/Tamera H. Bennett/		
DATE SIGNED:	09/30/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") dated as of August 13, 2020 (the "**Effective Date**") is made by Ernst & Young Inc., in its capacity as privately-appointed receiver and manager (the "**Receiver**") of FileFacets Corporation (the "**Debtor**") on behalf of the Debtor and on behalf of Celtic House Venture Partners Fund IV LP ("**Celtic House**") and Wesley Clover International Corporation ("**Wesley Clover**" and collectively, with Celtic House, the "**Secured Party**"), with an address of 99 Bank Street, Suite 1200 Ottawa, Ontario K1P 6B9, and Data443 Risk Mitigation, Inc. ("**Buyer**"), a corporation existing under the laws of the state of North Carolina, USA with an address of 101 J Morris Commons Lane Suite 105, Morrisville, NC 27560 and the purchaser of certain assets of Debtor pursuant to an Asset Purchase Agreement between Buyer and Receiver, on behalf of the Debtor and Secured Party, with an effective date of August 13, 2020 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, the Receiver, on behalf of the Debtor and Secured Party, has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Debtor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office, the Canadian Intellectual Property Office, and the European Union Intellectual Property Office;

ASSIGNMENT

NOW, THEREFORE, the Receiver, on behalf of the Debtor and Secured Party, agrees as follows:

1. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Receiver, on behalf of the Debtor and Secured Party hereby irrevocably conveys, transfers and assigns to Buyer, all of the Debtor's right, title and interest in and to the following (the "**Assigned Trademarks**"):
 - a. the trademark registrations and applications set forth in Schedule A attached hereto and incorporated herein, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;
 - b. all rights of any kind whatsoever of the Debtor 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 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 and/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, dilution, 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. The Receiver, on behalf of the Debtor and the Secured Party, authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. The Receiver, on behalf of the Debtor and Secured Party, shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks is properly assigned to Buyer, or any assignee or successor thereto.
3. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Receiver, on behalf of the Debtor and Secured Party, and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SIGNATURE PAGES TO FOLLOW

BUYER:

Data443 Risk Mitigation, Inc.

BY: [Signature]
TITLE: PRESIDENT

STATE OF NORTH CAROLINA)
COUNTY OF Wake)

Before me, the undersigned, a notary public in and for the State of NC, personally appeared Jason Remillard, an authorized representative of Data443 Risk Mitigation, Inc., a North Carolina, corporation, USA, who acknowledges the execution of the foregoing Trademark Assignment to be their voluntary act and deed on behalf of said corporation.

WITNESS MY HAND AND SEAL THIS 13th day of August 2020.

[Signature]
Notary Public

BRENDA ESTANISLAU
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires June 14, 2024

**EXHIBIT A
ASSIGNED TRADEMARKS**

Mark	Source	Status	Origin	Holder/Owner	Number	App. Date	Nice Cl.
ENTERPRISE ID	US TM	Active	US	FileFacets Corporation	87687495	11/16/2017	9, 42
FILEFACETS	US TM	Active	US	FileFacets Corporation	87386767	3/27/2017	42
FILEFACETS	EM TM	Active	EM	FileFacets Corporation	16510241	3/27/2017	42
FILEFACETS	CA TM	Active	CA	FileFacets Corporation	1804061	10/11/2016	42
ENTERPRISE ID	CA TM	Active	CA	FileFacets Corporation	1866750	11/7/2017	9, 42