

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IDaptive, LLC		11/05/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CyberArk Software Ltd.		
<b>Street Address:</b>	9 Hapsagot St., Park Ofer 2		
<b>City:</b>	Petach-Tikva		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	4951040		
<b>Entity Type:</b>	Corporation: ISRAEL		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5378923	MFA EVERYWHERE	
<b>Registration Number:</b>	6170046	IDAPTIVE	
<b>Registration Number:</b>	6170029	IDAPTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178327000		
<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>			
<b>Phone:</b>	617-832-1000		
<b>Email:</b>	ustrademark@foleyhoag.com		
<b>Correspondent Name:</b>	Joshua Jarvis, Esq., Foley Hoag LLP		
<b>Address Line 1:</b>	155 Seaport Boulevard		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Joshua Jarvis, Esq., Foley Hoag LLP		
<b>Address Line 1:</b>	155 Seaport Boulevard		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>NAME OF SUBMITTER:</b>	Joshua Jarvis, Esq.		
<b>SIGNATURE:</b>	/joshuajarvis/		

OP \$90.00 5378923

<b>DATE SIGNED:</b>	11/10/2020
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**Total Attachments: 4**

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## Confirmatory Trademark Assignment

This CONFIRMATORY TRADEMARK ASSIGNMENT (together with all Schedules attached hereto, this “**Assignment**”) is effective as of July 1, 2020 (the “**Effective Date**”), by and between IDaptive, LLC, a Delaware limited liability company having its address at 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801, United States (“**Assignor**”), and CyberArk Software Ltd., an Israeli company having its address at 9 Hapsagot St. Park Ofer 2, P.O. Box 3143, Petach-Tikva 4951040, Israel (“**Assignee**”) (collectively, the “**Parties**” and individually, “**Party**”).

### RECITALS

WHEREAS, Assignor has assigned its intellectual property rights, including trademark rights, to Assignee, pursuant to a certain Intellectual Property Sale Agreement (“**Sale Agreement**”);

WHEREAS, after the execution of the Sale Agreement, Assignor merged into CyberArk Software, Inc., a Delaware corporation that now has signing authority for wrap-up matters in Assignor’s name; and

WHEREAS, Assignor and Assignee wish to hereby confirm the assignment of the trademarks, which includes the marks, and the registration and pending applications therefor set forth on **Exhibit A** hereto (collectively, the “**Assigned Trademarks**”).

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Assignor and Assignee hereby agrees as follows:

1. Assignment. The parties hereto hereby confirm that as of the Effective Date, Assignor did thereby absolutely, irrevocably, and unconditionally sell, assign, transfer, convey, deliver, and set over to Assignee and its successors and assigns, and Assignee (on behalf of itself and its successors and assigns) did thereby purchase, accept and receive, to have and to hold forever, free and clear of all encumbrances of any kind, all of Assignor’s entire worldwide right, title, benefit, privileges and interests in and to the Assigned Trademarks, together with (a) the goodwill of the business connected with the use of and symbolized thereby and (b) the ongoing and existing business to which the marks pertain, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein.

2. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

3. U.S. Tax Characterization. The sale, assignment, transfer, and set over to Assignee, its successors, and assigns, of the entire right (which includes all substantial rights), title, and

interest in, to, and under the Assigned Trademarks is intended to effect a transfer of the benefits and burdens of ownership of such intellectual property to Assignee as of the Effective Date for all U.S. federal and applicable state and local income tax purposes. The parties hereto agree that this Assignment shall be interpreted and construed in a manner consistent with such intent and that the parties hereto shall do whatever is necessary or appropriate to further that intention, including amendment of this Assignment.

4. Sale Agreement. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, rights, or agreements of Assignor or Assignee under the Sale Agreement or creates or makes any additional obligations, rights, or agreements by or for the benefit of the Assignor or Assignee. In the event of any conflict between the terms of this Assignment and the terms of the Sale Agreement, the terms of the Sale Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both parties hereto.

5. Successorship. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by the Assignor and Assignee and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile or electronic transmission of any signed original counterpart and/or retransmission of any signed facsimile, electronic, or PDF transmission shall be deemed the same as the delivery of an original.

7. Governing Law. This Assignment shall be governed by, interpreted under, and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed by its duly authorized officer as of the Effective Date.

**ASSIGNOR**

IDaptive, LLC

DocuSigned by:  
By: Udi Mokady  
CEA0D00040554932...

Name: Ehud Mokady  
Title: Authorized Person, President & CEO of CyberArk Software, Inc.

November 5, 2020  
Date: \_\_\_\_\_

**ASSIGNEE**

CyberArk Software Ltd.

DocuSigned by:  
By: Josh Siegel  
0A513191E4B2484...

Name: Joshua Herzl Siegl  
Title: Chief Financial Officer

November 8, 2020  
Date: \_\_\_\_\_

**Exhibit A****Assigned Trademarks**

<u>Jurisdiction</u>	<u>Title</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Status</u>
USA	MFA EVERYWHERE	06/12/2017	87485686	01/16/2018	5378923	Registered
USA	IDAPTIVE Design	10/03/2018	88141712	10/6/2020	6170046	Registered
USA	IDAPTIVE	09/20/2018	88125765	10/6/2020	6170029	Registered