

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM623344

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	02/13/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TunnelBear Inc.		01/27/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MCAFEE, LLC		
<b>Street Address:</b>	6220 America Center Drive		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95002		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4983525	TUNNELBEAR	
<b>Registration Number:</b>	5700202	REMEMBEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6503520699		
<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>	6503520507		
<b>Email:</b>	mcafeedocket@reedsmith.com		
<b>Correspondent Name:</b>	Katherine M. Basile		
<b>Address Line 1:</b>	P.O. Box 488		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15230		
<b>NAME OF SUBMITTER:</b>	Justine J. Lee		
<b>SIGNATURE:</b>	/Justine J. Lee/		
<b>DATE SIGNED:</b>	01/29/2021		
<b>Total Attachments: 3</b>			
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*NUNC PRO TUNC* TRADEMARK ASSIGNMENT

This *Nunc Pro Tunc* Trademark Assignment ("Assignment") is made effective as of **February 13, 2018** ("Effective Date") from TunnelBear Inc. ("ASSIGNOR"), a Canada corporation, to McAfee, LLC ("ASSIGNEE"), a Delaware limited liability company.

WHEREAS, ASSIGNOR has adopted, owned and/or used the trademarks (the "Marks") as described in **Exhibit A**, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby;

WHEREAS, ASSIGNEE desires to acquire and accept all of ASSIGNOR'S right, title and interest in and to the Marks and the associated goodwill; and

WHEREAS, pursuant to a Asset Purchase Agreement by and among ASSIGNOR and ASSIGNEE having an effective date of **February 13, 2018**, ASSIGNEE purchased and is therefore the successor of certain assets of ASSIGNOR, including ASSIGNOR'S entire right, title and interest in and to the Marks, the ongoing and existing business to which the Marks pertains and with which the Marks are used or are intended to be used, and all the goodwill of the business associated with and symbolized by the Marks; and

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE, *nunc pro tunc* effective as of the Effective Date, all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with: (1) all of ASSIGNOR'S business, or that portion of ASSIGNOR'S business to which the Marks pertain; (2) all associated goodwill; (3) all common law rights in the Marks; (4) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (5) all rights to sue for past, present and future infringements or misappropriations of the Marks.

The parties hereto acknowledge and agree that this 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 ASSIGNOR and ASSIGNEE with respect to the Marks. 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.

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

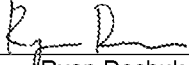
ASSIGNOR agrees to sign all other documents necessary to give effect to the

foregoing or to establish that the ASSIGNOR does not have any other right, title and interest in and to the Marks.

ASSIGNOR and ASSIGNEE agree that this document may be executed in any number of counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same assignment.

IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Assignment, effective as of the day and year indicated above.

ASSIGNOR  
TunnelBear Inc.

  
\_\_\_\_\_  
Name: Ryan Dochuk  
Title: CEO  
Date: 01/27/2020

ASSIGNEE  
McAfee, LLC


  
\_\_\_\_\_  
Name: George Kanabe  
Title: Sr. Director, Legal  
Date: 01/28/2020

EXHIBIT A  
TRADEMARKS

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.
TUNNELBEAR	United States	May 8, 2013	85926301	June 21, 2016	4983525
REMEMBEAR <i>RememBear</i>	United States	March 9, 2017	87365700	March 19, 2019	5700202
TUNNELBEAR	Canada	November 9, 2012	1601705	June 15, 2015	TMA906405
REMEMBEAR <i>RememBear</i>	Canada	March 6, 2017	1825936	July 24, 2018	TMA1001374
TUNNELBEAR	European Union	May 7, 2013	011797727	October 2, 2013	011797727
REMEMBEAR <i>RememBear</i>	European Union	March 15, 2017	016470858	July 7, 2017	016470858