

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630642

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900583740

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cyveillance, Inc.		11/19/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ZEROFOX, INC.
Street Address:	1834 S. Charles Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21230
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2292671	CYVEILLANCE

CORRESPONDENCE DATA

Fax Number: 2028037953

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: 2028887885

Email: docket@markerylaw.com

Correspondent Name: Jacqueline L. Patt

Address Line 1: P.O. Box 84150

Address Line 4: Gaithersburg, MARYLAND 20883

NAME OF SUBMITTER:	Jacqueline Patt
SIGNATURE:	/Jacqueline Patt/
DATE SIGNED:	03/09/2021

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS (this “**Assignment**”) is made and entered into on November 19, 2020, by and between _____
 _____ Cyveillance, Inc., a Delaware corporation (“Cyveillance” and
 _____ “Assignor”) and ZeroFOX, Inc. (“Assignee”). Capitalized terms used in this Assignment but not otherwise defined herein have the meanings ascribed thereto in certain Asset Purchase Agreement dated as of September 30, 2020 (the “Effective Date”).

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Trademark Assignment and the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Trademark Assignment have the meanings assigned to them in the Asset Purchase Agreement.

2. Trademark Assignment. Each Assignor hereby irrevocably assigns and transfers to the Assignee: (a) all of the Assignor’s right, title, and interest in and to the Trademarks listed in Schedule A hereto, together with the goodwill associated therewith; (b) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of such Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (c) any and all income, royalties, and payments accruing on or after the Effective Date with respect to such Trademarks (all of the foregoing are collectively the “Assigned Trademarks”), for the Assignee’s own use and enjoyment and for the use and enjoyment of the Assignee’s successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.

3. Commissioner of Trademarks. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor’s rights in the Assigned Trademarks.

4. Further Assurances. Each Assignor agrees to execute all specific assignments, oaths, declarations, deeds or other instruments, and to do all acts necessary or proper, in each case, that are reasonably requested by Assignee, (a) to transfer to Assignee the Assigned Trademarks, and (b) to vest and confirm therein the legal title to all such Assigned Trademarks.

5. General. This Trademark Assignment may be executed in multiple counterparts and either Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. For purposes of this Trademark Assignment, facsimile signatures (including by electronic scans delivered by electronic mail) shall be deemed originals, and the

Parties agree to exchange original signatures as promptly as possible following delivery of such facsimile signatures.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademark Rights to be duly executed by their duly authorized representatives as of the date first above written.

[REDACTED]

[REDACTED]

[REDACTED]: _____
[REDACTED]
[REDACTED]

Assignor

Cyveillance, Inc.

By: /Gilman Louie/

Name: Gilman Louie

Title: CEO

Date: 11/19/2020

Acknowledged by:

Assignee

ZeroFOX, Inc.

By: /Tim Bender/

Name: Tim Bender

Title: Chief Financial Officer

Date: 11/19/2020

[Signature Page to Assignment of Trademark Rights]

SCHEDULE A

OWNER	TRADEMARK	REGISTRATION/ SERIAL NUMBER
Company	Baseline Attack Surface Report	Common Law
Company	Brand Security-as-a-Service	Common Law
Company	Cyber Attack Surface Analysis	Common Law
Company	Cyber Threat Center	Common Law
Company	On-Demand Investigation & Analysis	Common Law
Company	Physical Security Monitoring-as-a- Service	Common Law
Company	STRATISS (Strategic Intelligence Subscription Service)	Common Law
Company	Threat Intelligence-as-a-Service	Common Law
Cyveillance	CYVEILLANCE	U.S. Reg. No. 2,292,671
Cyveillance	CYVEILLANCE	EU Reg. No. 1328616
Cyveillance	CYVEILLANCE EYE	Not registered