

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Authomate Inc.		04/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GCOM IP LLC		
Street Address:	9175 Guilford Rd		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5459235	AUTHOMATE	
Registration Number:	5459234	STRONGPASS	
Serial Number:	76718753	AUTHOMATE SOLUTIONS	
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>			
Email:	mamcdonough@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com, snygren@paulweiss.com		
Correspondent Name:	Marissa A. McDonough		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	022401 // 00001		
NAME OF SUBMITTER:	Marissa McDonough		
SIGNATURE:	/Marissa McDonough/		
DATE SIGNED:	04/22/2021		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Agreement*”), dated as of April 8, 2021 (“*Effective Date*”), is made by and among Authomate Inc., a Delaware corporation, (“*Seller*”) and GCOM IP LLC, a Delaware limited liability company and wholly-owned subsidiary of GCOM Software LLC (“*Buyer*”).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), by and between Buyer and Seller, Buyer has acquired all the Purchased Assets, including all the Purchased Intellectual Property, from the Seller; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Seller desires to transfer to Buyer, and Buyer desires to acquire from Seller, all of Seller’s right, title, and interest in and to the Purchased Intellectual Property, including the Intellectual Property as set forth in Schedule 1 attached hereto;

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and expressly subject to the Purchase Agreement, the parties hereto hereby agree, acknowledge, and confirm as follows:

1. Assignment. Seller hereby assigns, conveys, transfers, and delivers to Buyer, and Buyer hereby acquires from Seller, all of Seller’s right, title, and interest in and to the Purchased Intellectual Property, including other Intellectual Property Rights used, held for use, or intended to be used in connection with the Business and any and all goodwill symbolized thereby (as applicable), including, without limitation, the Intellectual Property set forth on Schedule 1 attached hereto and the right to recover for damages and profits for past and future infringements and misappropriations of any part of the Purchased Intellectual Property and the right to sue for and recover the same throughout the world in the name of Buyer or Buyer’s designee.

2. Recordation of Assignment. This Agreement may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by Buyer.

3. Further Assurances. Seller shall, at Buyer’s request and without further expense to Buyer, execute and deliver such other instruments of conveyance and transfer as Buyer may reasonably request after the date hereof in order to more effectively consummate the transactions contemplated herein and to vest in Buyer good, valid, and marketable title to the Purchased Intellectual Property.

4. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

5. Amendments and Waivers. This Agreement may be amended, or any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding on a party hereto only if such amendment or waiver is set forth in a writing executed by such party. The waiver of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other breach.

6. Subject to the Purchase Agreement. All capitalized terms not defined herein shall have the meaning assigned to them in the Purchase Agreement. This Agreement shall be subject to all the terms and conditions of the Purchase Agreement and nothing herein shall limit, restrict, modify, or amend the parties' respective rights and obligations as set forth in the Purchase Agreement.

7. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Facsimile or electronic mail transmission of counterpart signatures to this Agreement shall be acceptable and binding.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

SELLER:

AUTHOMATE INC.:

By: 
Name: Craig Kaufmann
Title: Chief Financial Officer

BUYER:

GCOM IP LLC

By: _____
Name: Kamal Bherwani
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.


SELLER:

AUTHOMATE INC.:

By: _____
Name: _____
Title: _____

BUYER:

GCOM IP LLC

By:  _____
Name: Kamal Bherwani
Title: Chief Executive Officer

SCHEDULE 1
TO
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

See attached.

TRADEMARKS

MARK	SERIAL NUMBER / REG. NUMBER	REGISTRATION DATE
Authomate	76718755 / 5459235	May 1, 2018
StrongPass	76718754 / 5459234	May 1, 2018
Authomate Solutions	76718753 / N/A	N/A (abandoned Apr. 2, 2018)

PATENTS

Patent Number / Patent Application	Description	Filing date	Issue date	Assignee	Status
8,763,097	System, design and process for strong authentication using bidirectional OTP and out-of-band multichannel authentication	Mar. 8, 2012	June 24, 2014	Authomate Inc.	Patented
9,412,283	System, design and process for easy to use credentials management for online accounts using out-of-band authentication	Dec. 30, 2013	Aug. 9, 2016	Authomate Inc.	Patented
9,741,033	System and method for point of sale payment data credentials management using out-of-band authentication	June 26, 2016	Aug. 22, 2017	Authomate Inc.	Patented
9,741,265	System, design and process for secure documents credentials management using out-of-band authentication	May 18, 2016	Aug. 22, 2017	Authomate Inc.	Patented
9,742,766	System, design and process for easy to use credentials management for accessing online portals using out-of-band authentication	June 24, 2016	Aug. 22, 2017	Authomate Inc.	Patented
61451604	System, design and process for strong authentication using bidirectional	Mar. 11, 2011	N/A	Authomate Inc.	Expired

Patent Number / Patent Application	Description	Filing date	Issue date	Assignee	Status
	OTP and out-of-band multichannel authentication				
61747517	System, design and process for easy to use credentials management for online accounts using out-of-band authentication	Dec. 30, 2012	N/A	Authomate Inc.	Expired
62163380	System, design and process for secure document credentials management using out-of-band authentication	May 19, 2015	N/A	Authomate Inc.	Expired

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1. StrongPass for Teams mobile application for iOS and Android
2. StrongPass for Personal mobile application for iOS and Android
3. Certify mobile application for iOS and Android
4. DoorLock prototype for Raspberry Pi
5. Document redaction plug-in for MS Word
6. Browser extensions for Chrome, Edge, Safari, Internet Explorer and Firefox
7. PC logon agent
8. Mac logon agent
9. AppConnect agent for Windows and Mac
10. Proximity agent for Windows and Mac
11. Installer/Updater agent for Windows and Mac
12. Authomate Server
13. Authomate Certify Server
14. StrongPass client/Authomate Certify SDK
15. Miscellaneous internal build and support tools

DOMAIN NAMES

Authomate.com