

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESW Holdings, Inc.		07/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Avolin, LLC		
Street Address:	401 Congress Avenue		
Internal Address:	Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5779234	NS8	
Registration Number:	6351756	NS8 PROTECT	
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:	6125526094		
Email:	leigh.rand@jonesspross.com		
Correspondent Name:	Leigh Rand		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 2:	Suite 100		
Address Line 4:	Austin, TEXAS 78732		
NAME OF SUBMITTER:	Leigh Rand		
SIGNATURE:	/Leigh Rand/		
DATE SIGNED:	08/20/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is entered into this 31st day of July, 2021 (the “Effective Date”) by and between ESW Holdings, Inc., a Delaware corporation, having an address of 401 Congress Avenue, suite 2650, Austin, TX 78701 (“Assignor”), and Avolin, LLC, a Delaware limited liability company, having an address of 401 Congress Avenue, suite 2650, Austin, TX 78701 (“Assignee,” and collectively with Assignor, the “Parties,” and each a “Party”).

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement dated as of July 31, 2021 (the “Purchase Agreement”)¹;

WHEREAS, Assignor is the owner of all trademarks marks listed on Schedule A hereto and all goodwill of the business associated therewith and symbolized thereby (the “Assigned Marks”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other things, all of Assignor’s right, title and interest in and to the Assigned Marks; and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Marks, including without limitation any registrations or applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, and the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof accruing on and after the Effective Date except to the extent relating to or arising out of any Excluded Asset or Excluded Liability.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks, the foreign equivalent, as the case may be, to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.

3. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

4. Governing Law; Jurisdiction. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws.

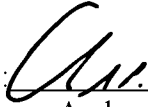
5. Entire Agreement; Counterparts. This is subject in all respects to the terms and conditions of the Purchase Agreement and nothing herein, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Purchase Agreement. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Assignment may be executed in counterparts, each of which when taken together shall constitute an original. A signed copy of this 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 Agreement. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

[Remainder of page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.


ASSIGNOR

ESW HOLDINGS, INC.

By:  _____
Name: Andrew S. Price
Title: Chief Financial Officer

ASSIGNEE

AVOLIN, LLC

By:  _____
Name: Andrew S. Price
Title: Chief Financial Officer

[Signature Page to the Trademark Assignment Agreement]

TRADEMARK
REEL: 007399 FRAME: 0298

SCHEDULE A

Mark	Registration/ Application No.	Owner	Jurisdiction	Date of Registration
NS8	5,779,234	Codium Software, LLC	U.S.	June 18, 2019
NS8 PROTECT	6,351,756	Codium Software, LLC	U.S.	May 18, 2021
NS8	1458058	NS8 Inc.*	WIPO: Australia EU, UK, India, Israel, Mexico Singapore Ukraine, Republic of Korea	February 6, 2019
NS8	1944973	NS8 Inc.**	Canada	Registration Pending

* WIPO Assignment to Codium Software, LLC was processed March 8, 2021 and fee paid March 18, 2021. Awaiting Notice of Recording.

**Canadian Assignment to Codium Software was requested March 8, 2021. Awaiting Notice of Recording.