

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McAfee, LLC		07/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Musarubra US LLC		
Street Address:	5000 Headquarters Dr.		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2769110	EPOLICY ORCHESTRATOR	
Registration Number:	5031998	FOUNDSTONE	
Registration Number:	5376951	MPOWER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6503520507		
Email:	MusarubraDocket@ReedSmith.com		
Correspondent Name:	Katherine M. Basile		
Address Line 1:	P.O. Box 488		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230		
NAME OF SUBMITTER:	Justine J. Lee		
SIGNATURE:	/Justine J. Lee/		
DATE SIGNED:	08/24/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made effective as of July 26, 2021 (the "Effective Date"), by and between McAfee, LLC, a Delaware limited liability company ("Assignor") and Musarubra US LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee shall be jointly referred to as the "Parties" and each shall be referred to individually as a "Party". All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

WHEREAS, Assignor owns those certain registered trademarks, tradenames and service marks listed on Schedule 1 hereto (the "Assigned Trademarks"), together with the goodwill of the business symbolized thereby; and

WHEREAS, in connection with the transactions contemplated by the Contribution and Equity Purchase Agreement dated March 6, 2021 ("Purchase Agreement"), Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Assigned Trademarks and the associated goodwill, and Assignor has agreed to assign to Assignee all of Assignor's right, title and other interests in and to the Assigned Trademarks and all the goodwill associated with and symbolized by the Assigned Trademarks.

NOW, THEREFORE, pursuant to the premises set forth above and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of Rights. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's rights, titles and interests in and to the Assigned Trademarks and all associated goodwill, including without limitation any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, misappropriations, or other violations of the Assigned Trademarks and all rights to sue for, collect, and retain all past, present and future damages, profits, proceeds, and all other remedies associated therewith, together with that portion of Assignor's business to which the Assigned Trademarks pertain.

2. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any similar Governmental Authority to record this Trademark Assignment and Assignor agrees that Assignee shall have the right to record Assignee's rights in the Assigned Trademarks, in its name, in the United States Patent and Trademark Office or any similar Governmental Authority.

3. Counterparts. This Trademark Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Relation to Purchase Agreement. Assignor and Assignee hereby acknowledge and agree that this Trademark Assignment is executed and delivered pursuant to, and is in accordance with, the Purchase Agreement. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control.

[Signature Page Follows]

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

ASSIGNOR:

MCAFEE, LLC

DocuSigned by:
Alan Kohn
By: _____
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Name: Alan Jay Kohn

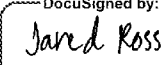
Title: VP, Tax & Treasurer

[Signature Page to Trademark Assignment]

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

ASSIGNEE:

MUSARUBRA US LLC

By:  _____
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Name: Jared Ross

Title: Assistant Secretary

[Signature Page to the Trademark Assignment]

SCHEDULE 1
Assigned Trademarks

TRADEMARK	JURISDICTION	APP. NO.	REG. DATE	REG. #	OWNER
EPOLICY ORCHESTRATOR	Brazil	823331660	5/27/2007	823331660	MCAFEE, LLC
EPOLICY ORCHESTRATOR	Brazil	823331652	5/29/2007	823331652	MCAFEE, LLC
EPOLICY ORCHESTRATOR	Brazil	823331644	5/29/2007	823331644	MCAFEE, LLC
EPOLICY ORCHESTRATOR	United States	76/471,478	9/30/2003	2,769,110	MCAFEE, LLC
EPOLICY ORCHESTRATOR (ENGLISH AND KATAKANA)	Japan	2000-039028	4/20/2001	4468339	MCAFEE, LLC
FOUNDSCAN	EU (EUTM & RCD)	002356616	2/13/2003	002356616	MCAFEE, LLC
FOUNDSCAN	United Kingdom	UK00902356616	2/13/2003	UK00902356616	MCAFEE, LLC
FOUNDSCORE	EU (EUTM & RCD)	002356624	2/13/2003	002356624	MCAFEE, LLC
FOUNDSCORE	United Kingdom	UK00902356624	2/13/2003	UK00902356624	MCAFEE, LLC
FOUNDSECURE	EU (EUTM & RCD)	002356533	2/13/2003	002356533	MCAFEE, LLC
FOUNDSECURE	United Kingdom	UK00902356533	2/13/2003	UK00902356533	MCAFEE, LLC
FOUNDSTONE	United Arab Emirates	270620	10/26/2017	270620	MCAFEE, INC.
FOUNDSTONE	United Arab Emirates	270623	10/26/2017	270623	MCAFEE, INC.
FOUNDSTONE	Brazil	910710791	4/16/2019	910710791	MCAFEE, LLC
FOUNDSTONE	Brazil	910710830	4/16/2019	910710830	MCAFEE, LLC
FOUNDSTONE	Canada	1771517	2/13/2017	TMA962709	MCAFEE, LLC
FOUNDSTONE	EU (EUTM & RCD)	002356921	2/13/2003	002356921	MCAFEE, LLC
FOUNDSTONE	Saudi Arabia	1437013692	8/7/2016	1437013692	MCAFEE, INC.
FOUNDSTONE	Saudi Arabia	1437013694	8/7/2016	1437013694	MCAFEE, INC.
FOUNDSTONE	United States	86/923,593	8/30/2016	5,031,998	MCAFEE, LLC
FOUNDSTONE	WIPO	A0057395	3/16/2016	1296995	MCAFEE, LLC
FOUNDSTONE	Australia	1296995	3/16/2016	1768872	MCAFEE, LLC.
FOUNDSTONE	China	1296995	3/16/2016	1296995	MCAFEE, LLC
FOUNDSTONE	India	1296995	3/16/2016	1296995	MCAFEE, LLC
FOUNDSTONE	Japan	1296995	3/16/2016	1296995	MCAFEE, LLC
FOUNDSTONE	Mexico	1296995	3/16/2016	1739938	MCAFEE, LLC

TRADEMARK	JURISDICTION	APP. NO.	REG. DATE	REG. #	OWNER
FOUNDSTONE	Mexico	1296995	3/16/2016	1739939	MCAFEE, LLC
FOUNDSTONE	Singapore	1296995	3/16/2016	1296995	MCAFEE, LLC
FOUNDSTONE	United Kingdom	UK00902356921	2/13/2003	UK00902356921	MCAFEE, INC.
GROUPSHIELD (ENGLISH AND KATAKANA)	Japan	2000-86098	9/21/2001	4507576	MCAFEE, LLC
MPOWER	United States	87/409,469	1/9/2018	5,376,951	MCAFEE, LLC
MPOWER	WIPO	A0069309	8/21/2017	1370002	MCAFEE, LLC
MPOWER	Australia	1879599	8/21/2017	1370002	MCAFEE, LLC
MPOWER	Benelux	1370002	8/21/2017	1370002	MCAFEE, LLC
MPOWER	EU (EUTM & RCD)	1370002	8/21/2017	1370002	MCAFEE, LLC
MPOWER	United Kingdom	UK00801370002	3/19/2018	UK00801370002	MCAFEE, LLC
MPOWER	United Kingdom	1370002	8/21/2017	1370002	MCAFEE, LLC
MPOWER	Japan	1370002	8/21/2017	1370002	MCAFEE, LLC
SECUREOS	Japan	2002032046	10/11/2002	4612686	SECURE COMPUTING LLC
SECUREOS	EU	002659944	8/8/2012	002659944	MCAFEE, LLC.
SECUREOS	United Kingdom	UK00902659944	8/21/2017	UK00902659944	MCAFEE, INC.