

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Defensive Intuition, LLC		09/02/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CyberRisk Alliance, LLC		
Street Address:	318 W. Adams Street, 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4392163	HACK NAKED	
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:	512-770-4223		
Email:	ASanchez@dickinson-wright.com		
Correspondent Name:	Alison D. Frey		
Address Line 1:	Dickinson Wright PLLC		
Address Line 2:	607 W. 3rd Street, Suite 2500		
Address Line 4:	Austin, TEXAS 78701-4713		
NAME OF SUBMITTER:	Alison D. Frey		
SIGNATURE:	/Alison D. Frey/		
DATE SIGNED:	10/19/2021		
Total Attachments: 8			
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AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY

THIS AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY (this “Assignment”) is made as of September 2, 2020 (the “Effective Date”), by and between CyberRisk Alliance, LLC, a Delaware limited liability company (the “Assignee”), and Defensive Intuition, LLC, a Rhode Island limited liability company (the “Assignor”).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated on or about the date hereof (the “Purchase Agreement”); and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to assume, among other assets, certain assets relating to the Intellectual Property of the Business (collectively, the “Intellectual Property Assets”).

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Assignment, unless otherwise defined herein, shall have the meaning assigned to them in the Purchase Agreement.

2. Assignment of Intellectual Property Assets. On the terms and subject to the conditions of the Purchase Agreement, effective as of the Closing Date, Assignor hereby assigns, conveys, delivers and transfers to Assignee, and Assignee hereby purchases and takes assignment of and title to, all of Assignor’s right, title and interest in and to the Intellectual Property Assets (including, but not limited to, the trademark registrations listed on **Exhibit A** hereto, and the domain names listed on **Exhibit B** hereto), including all of the goodwill associated with the use thereof and symbolized thereby and all future proceeds thereof and the rights to sue for past, present and future infringements, and assumes and agrees to fully perform and discharge when due all liabilities related to, arising under or in connection with, the Intellectual Property Assets, whether arising prior to, or after the Closing Date. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the trademarks included in the Intellectual Property Assets, including all of the goodwill associated therewith, to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations that may issue with respect to any applications for a trademark or service mark included in the Intellectual Property Assets, in accordance with this Assignment.

3. Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation, exclusion or exculpation set forth in the Purchase Agreement, including but not limited to Assignor’s representations, warranties, covenants and agreements and the indemnities granted by Assignor. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Further Assurances. From time to time, at or following the Closing, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Intellectual Property Assets to be conveyed to Assignee under this Assignment and to secure the rights assigned hereby and to obtain and/or transfer trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights; and to otherwise make effective as reasonably promptly as practicable the transactions contemplated hereby. Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration, or to Assignee if appropriate, and will use its reasonable efforts to comply promptly, at Assignee's expense, with all other remaining steps necessary to transfer to Assignee all trademarks and domain names held by Assignor or by third parties on Assignor's behalf.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party except as provided in the Purchase Agreement. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Assignment shall be binding upon, enforceable against and inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

6. Governing Law. This Assignment and any claims arising out of or relating to this Assignment or the transactions contemplated by this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law principles.

7. Amendment; Waiver. This Assignment may be altered, amended or modified in whole or in part at any time only by a writing signed by Assignor and Assignee. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay by any party in exercising any right, power or privilege under this Assignment shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

8. Counterparts; Facsimile Signatures. This Assignment and any agreements entered into in connection with this Assignment may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any counterpart, to the extent delivered by means of facsimile machine or by .pdf, .tiff, .gif, .png or similar attachment to electronic mail, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as an original signed version delivered in person.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

DEFENSIVE INTUITION, LLC, a Rhode Island limited liability company

By: Matthew Alderman
Name: Matthew Alderman
Title: Chief Executive Officer

ASSIGNEE:

CYBERRISK ALLIANCE, LLC, a Delaware limited liability company

By: _____
Name: Douglas J. Manoni
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

DEFENSIVE INTUITION, LLC, a Rhode Island limited liability company

By: _____
Name: Matthew Alderman
Title: Chief Executive Officer

ASSIGNEE:

CYBERRISK ALLIANCE, LLC, a Delaware limited liability company

By: Douglas Manoni
Name: Douglas J. Manoni
Title: Chief Executive Officer

ACKNOWLEDGMENTS

STATE OF _____)
) SS:
COUNTY OF _____)

Before me a Notary Public in and for said County and State personally appeared **Matthew Alderman**, the duly appointed Chief Executive Officer of Defensive Intuition, LLC, who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this ____ day of September, 2020.

My Commission expires:

Signed: _____
Printed: _____

Exhibit A

Marks

“Security Weekly” (App./Serial No. 86297910) to Defensive Intuition, LLC

“Hack Naked” – USPTO/Fed. Registration No. 4392163

**Exhibit B
Domain Names**

URL	Site
securityweekly.com	Main site

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