

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ping Identity Corporation		12/10/2021	Corporation:
RECEIVING PARTY DATA			
Name:	CyberRisk Alliance, LLC		
Street Address:	400 Madison Ave.		
Internal Address:	Suite 6C		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87318152	IDENTIVERSE	
Serial Number:	88576479	IDENTERATI	
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:	paul@nodiaplaw.com		
Correspondent Name:	Neugeboren O'Dowd PC		
Address Line 1:	1227 Spruce Street		
Address Line 2:	Suite 200		
Address Line 4:	Boulder, COLORADO 80302		
ATTORNEY DOCKET NUMBER:	1229.315.US-1_1229.334.US		
NAME OF SUBMITTER:	Craig A. Neugeboren		
SIGNATURE:	/Craig A. Neugeboren/		
DATE SIGNED:	12/21/2021		
Total Attachments: 6			
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AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY

THIS AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY (this "Assignment") is made as of December 10, 2021 (the "Effective Date"), by and between CyberRisk Alliance, LLC, a Delaware limited liability company (the "Assignee"), and Ping Identity Corporation, a Delaware corporation (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 Intellectual Property and Intellectual Property Rights related or pertaining to the Event (collectively, the "Intellectual Property Rights").

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 Rights. 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 Rights (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 Rights, 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 Rights, 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 Rights, 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 Rights 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.

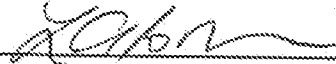
8. Counterparts; Facsimile Signatures. This Assignment and any agreements entered into in connection with this Assignment may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any counterpart, to the extent delivered by means of facsimile machine or by .pdf, .tig, .gif, .peg 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.

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

ASSIGNOR:

PING IDENTITY CORPORATION, a Delaware corporation

By: 
Name: Lauren Romer
Title: Chief Legal 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:

PING IDENTITY CORPORATION, a Delaware corporation

By: _____
Name: Lauren Romer
Title: Chief Legal Officer

ASSIGNEE:

CYBERRISK ALLIANCE, LLC, a Delaware limited liability company

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

ACKNOWLEDGMENTS

STATE OF Colorado)
COUNTY OF Denver) SS:

Before me a Notary Public in and for said County and State personally appeared **Lauren Romer**, the duly appointed Chief Legal Officer of Ping Identity Corporation, who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this _____ day of December, 2021,

My Commission expires:
January 9, 2023

Signed: _____
Printed: Jessica Oliverson

