

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joshua Cury		12/01/2021	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Cerulean Defense, Inc.		
Doing Business As:	Cerilian		
Street Address:	4601 Fairfax Dr., Ste 1200		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22203		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5944860	CERILIAN	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Rachel J. Eisen of Hogan Lovells US LLP		
Address Line 1:	8350 Broad Street, 17th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Rachel J. Eisen of Hogan Lovells US LLP		
SIGNATURE:	/Rachel J. Eisen/		
DATE SIGNED:	12/07/2021		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of December 1, 2021, is by and between Cerulean Defense, Inc. d/b/a Cerilian, a Delaware corporation, ("Assignee"), and Joshua Cury, an individual ("Assignor").

WHEREAS, Assignor is currently undergoing a transaction with the KACE Company, LLC, a Virginia limited liability company (the "Transaction") and as part of that Transaction Assignor desires to convey, transfer, and assign to Assignee, and Assignee desires to accept such conveyance, transfer, and assignment from Assignor all right, title and interest in and to the Assigned Trademark (defined below).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and related to the Transaction, the value of which is at least One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Acceptance of Assigned Trademark. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registration set forth in the table below and all issuances, extensions, and renewals thereof (the "Assigned Trademark"), together with the goodwill connected with the use of, and symbolized by, the Assigned Trademark;

Mark	Country	Registration No.	Registration Date	Record Owner
CERILIAN	US	5,944,860	12/24/2019	Cury, Joshua David

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Cooperation. Assignor agrees to execute and deliver at the request of Assignee, all necessary documents and instruments to fulfill the provisions of and to carry out the intent and give Assignee the full benefit of this Agreement, including the execution and delivery of documents and instruments evidencing the transfer or assignment to Assignee of the Assigned Trademark. Without limiting the foregoing, solely for purposes of recording the assignment of the Assigned Trademark, Assignor shall execute and deliver a short-form assignment, in the form attached hereto as Schedule A ("Short Form Assignment") and file such Short Form Assignment with the United States Patent and Trademark Office. Assignor hereby authorizes and requests the relevant authority at the U.S. Patent and

Trademark Office and the empowered officials of all such governmental authorities to issue or transfer the Assigned Trademark to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, and to record and register this Agreement (or the applicable Short Form Assignment) upon request by Assignee, Assignee's successors, assigns and legal representatives, or to such nominees as Assignee may designate.

3. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

4. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

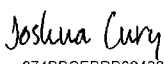
5. Counterparts. This Agreement may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement to be effective as of the date first written above.

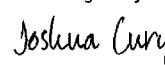
ASSIGNOR:

Joshua Cury

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ASSIGNEE:

Cerulean Defense, Inc.

DocuSigned by:

By: 0748BCEBDB83482...
Name: Joshua Cury
Title: President

SCHEDULE A

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 1, 2021, is made by Joshua Cury ("**Assignor**"), in favor of Cerulean Defense, Inc. d/b/a Cerilian, a Delaware corporation ("**Assignee**").

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee, and Assignee desires to accept such conveyance, transfer, and assignment from Assignor all right, title and interest in and to the Assigned Trademark (defined below), and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR: Joshua Cury

ASSIGNEE: Cerulean Defense, Inc.

DocuSigned by:
Joshua Cury
074BBCEBDB83482

Address for Notices:

1911 Virginia Avenue

McLean, VA 22101

DocuSigned by:
Joshua Cury
074BBCEBDB83482

By:

Name: Joshua Cury

Title: President

Address for Notices:

4601 N. Fairfax Drive, Suite 1200

Arlington, VA 22203

SCHEDULE 1

Assigned Trademarks

Trademark Registration

Mark	Country	Registration No.	Registration Date	Record Owner
CERILIAN	US	5,944,860	12/24/2019	Cury, Joshua David