

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fairwarning IP, LLC		03/10/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Imprivata, Inc.		
Street Address:	20 CityPoint, 480 Totten Pond Road		
Internal Address:	6th Floor		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3371855	TRUST BUT VERIFY	
Registration Number:	5313927	PATIENT PRIVACY INTELLIGENCE	
Registration Number:	4578562	FAIRWARNING READY	
Registration Number:	3366695	FAIRWARNING	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	Goodwin Procter LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	03/15/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 10th day of March 2022 by and between **FAIRWARNING IP, LLC**, a Limited Liability Company organized and existing under the laws of Florida, and having a usual place of business at 13535 Feather Sound Drive, Clearwater, Florida 33762 ("Assignor") and **IMPRIVATA, INC.**, a corporation organized and existing under the laws of Delaware, and having a usual place of business at 20 CityPoint, 6th Floor, 480 Totten Pond Rd Waltham, MA 02451 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks"),

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is assigning the Marks as part of the transfer of all or substantially all of the assets of an ongoing business to which the Marks pertain as required by 15 USC 1060(a)(1).

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

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

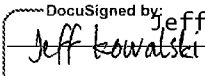
Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as a sealed instrument by its duly authorized representatives as of the date first written above.

ASSIGNOR: FAIRWARNING IP, LLC

Name: _____
Signature:  Jeff Kowalski
Title: Sr. Vice President, Legal

DocuSigned by:
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