

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VirtualArmour International Inc.		07/16/2021	Corporation: COLORADO
VirtualArmour, LLC		07/16/2021	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	VirtualArmour, LLC		
Street Address:	1 California Street, Suite 2900		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5766806	VIRTUALARMOUR	
Registration Number:	5766807	VIRTUALARMOUR	
Registration Number:	5925450	BLOCKHOUSE	
Registration Number:	5673767	CLOUDCASTR	
Registration Number:	5673768	CLOUDCASTR	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-268-7810		
Email:	sguerra@mfo.com		
Correspondent Name:	Muzamil Huq		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	78559-0000004		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/mh/		

CH \$140.00 5766806

DATE SIGNED:	06/13/2022
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”), dated as of July 16, 2021 is made by and among VirtualArmour International Inc., a Colorado corporation located at 8085 S. Chester Street, Suite 108, Centennial, CO 80112 (“**VAI**”), VirtualArmour, LLC, a Colorado limited liability company located at 8085 S. Chester Street, Suite 108, Centennial, CO 80112 (“**VA**” and together with VAI, each a “**Seller**,” and collectively, the “**Sellers**”), and VirtualArmour, LLC, a Delaware limited liability company located at 1 California St., Suite 2900, San Francisco, CA 94111 (“**Buyer**”), the purchaser of certain assets of Seller.

WHEREAS, the Sellers and Buyer are parties to a certain Asset Purchase Agreement, dated as of June 24, 2021 (the “**Asset Purchase Agreement**”) by and among the Sellers, Buyer and the other parties named therein; and

WHEREAS, under the terms of the Asset Purchase Agreement, each Seller has agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property and intellectual property rights of such Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Buyer all of such Seller’s right, title, and interest of every nature and kind in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of such Seller 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 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. The Sellers hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any other applicable jurisdictions set forth in Schedule 1, to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, each Seller will take such steps and actions, and provide such cooperation and assistance Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Sellers and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will 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 will be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

6. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the domestic Laws of 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) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

SELLERS:

VIRTUALARMOUR INTERNATIONAL INC.,
A COLORADO CORPORATION

DocuSigned by:
By: Todd Kannegieter
Name: Todd Kannegieter
Title: Interim Chief Financial Officer

VIRTUALARMOUR, LLC,
A COLORADO LIMITED LIABILITY COMPANY

DocuSigned by:
By: Todd Kannegieter
Name: Todd Kannegieter
Title: Interim Chief Financial Officer

BUYER:

VIRTUALARMOUR, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

SELLERS:

VIRTUALARMOUR INTERNATIONAL INC.,
A COLORADO CORPORATION

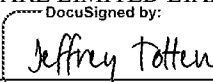
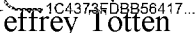
By: _____
Name: _____
Title: _____

VIRTUALARMOUR, LLC,
A COLORADO LIMITED LIABILITY COMPANY

By: _____
Name: _____
Title: _____

BUYER:

VIRTUALARMOUR, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By:  _____
Name:  Jeffrey Totten _____
Title: Chief Executive Officer _____