

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Remediant, Inc.		12/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Netwrix Corporation		
Street Address:	300 Spectrum Center Drive		
Internal Address:	Suite 200		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6157194	REMIANT	
Serial Number:	97196662	PRIVILEGE SPRAWL INDEX	
Serial Number:	97524088	SECUREONE	
Serial Number:	97552981	REMIANT PAM+	
CORRESPONDENCE DATA			
Fax Number:	6506871109		
<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:	650-833-2043		
Email:	angela.ph.li@us.dlapiper.com		
Correspondent Name:	Angela Pei Heng Li		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	423956-10		
NAME OF SUBMITTER:	Pei Heng Li		
SIGNATURE:	/Pei Heng Li/		
DATE SIGNED:	01/11/2023		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of December 23, 2022 (the “**Effective Date**”) by and between Remediant, Inc., a Delaware corporation having a business address at Two Embarcadero Center, 8th Floor, San Francisco, CA 94111 (“**Assignor**”), and Netwrix Corporation, a Delaware corporation having a business address at 300 Spectrum Center Drive, Suite 200, Irvine, CA 92618 (“**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated December 13, 2022, between Assignor and Assignee, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor’s right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below); and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and assignee hereby accepts, all of Assignor’s right, title, and interest in, to and under (i) the Trademarks listed on Schedule A hereto, (ii) any and all rights, priorities, and privileges of Assignor with respect to such Trademarks listed on Schedule A as provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention, or organization, (iii) with respect to the foregoing (i) and (ii), the goodwill appurtenant thereto, (iv) all rights to collect royalties and proceeds in connection with any of the foregoing (i)-(iii) (all of (i)-(iv) collectively, the “**Assigned Trademarks**”), (v) all rights to prosecute and maintain any of the foregoing (i)-(iv), and (vi) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing and all rights to recover and retain damages (including attorneys’ fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

3.1 Upon Assignee’s reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Assignee is unable for any reason to secure Assignor’s signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee’s duly authorized officers and agents as Assignor’s agents and attorneys-in-fact to act for and on Assignor’s behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them to the other party.

6. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

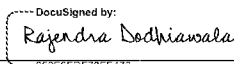
7. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

Remediant, Inc.

By: 
Name: Rajendra Dodhiawala
Title: Chief Executive Officer

Acknowledged and Accepted:

ASSIGNEE:

Netwrix Corporation

By: _____
Name: Jacob Yavil
Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

Remediant, Inc.

By: _____
Name: Rajendra Dodhiawala
Title: Chief Executive Officer

Acknowledged and Accepted:

ASSIGNEE:

Netwrix Corporation

By:  _____
Name: Jacob Yavil
Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)

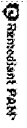
STATE OF _____ : ss.:

CITY/COUNTY OF _____)

I, _____, the undersigned Notary Public do hereby certify that _____, as _____ of _____, a _____, who signed the foregoing Assignment document, was authorized on the _____ day of _____, to execute the foregoing Assignment document on behalf of _____, and to me acknowledged that he/she did sign the said document.

Notary Public

SCHEDULE A TO TRADEMARK ASSIGNMENT

COUNTRY	TRADEMARK	APPLICATION/REGISTRATION NO.	APPLICATION/REGISTRATION DATE	OWNER OF RECORD
U.S.	<u>REMEDIANI</u>	RN: 6157194	Registered, (9/22/20)	Remediant, Inc. (Delaware Corporation) Two Embarcadero Center, 8th Floor, San Francisco, California 94111 United States of America
U.S.	<u>PRIVILEGE</u> <u>SPRAWL INDEX</u>	SN: 97196662	Pending Application (10/4/22)	Remediant, Inc. (Delaware Corporation) Two Embarcadero Center, 8th Floor, San Francisco, California 94111 United States of America
U.S.	<u>SECUREONE</u>	SN: 97524088	Pending Application (10/4/22)	Remediant, Inc. (Delaware Corporation) Two Embarcadero Center, 8th Floor San Francisco, California 94111 United States of America
U.S.	<u>REMEDIANI</u> <u>PAM+ and Design</u> 	SN: 97552981	Pending Application (10/12/22)	Remediant, Inc. (Delaware Corporation) Two Embarcadero Center, 8th Floor, San Francisco, California 94111 United States of America