

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSA Security LLC		10/24/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Archer Technologies LLC		
Street Address:	13200 Metcalf Avenue, Suite 300		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66213		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90626275	ARCHER ENGAGE	
Serial Number:	90626281	ARCHERENGAGE	
Serial Number:	90411192	ARCHER	
Registration Number:	4140981	ARCHER	
Registration Number:	6931447	ARCHER	
CORRESPONDENCE DATA			
Fax Number:	8887428097		
<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:	(617) 714-9579		
Email:	tadmin@danielsonlegal.com		
Correspondent Name:	Gregory S. William, Danielson Legal LLC		
Address Line 1:	One Mifflin Place, Suite 400		
Address Line 4:	Cambridge, MASSACHUSETTS 02138		
ATTORNEY DOCKET NUMBER:	RSA-Archer		
NAME OF SUBMITTER:	Gregory William		
SIGNATURE:	/GSW/		
DATE SIGNED:	02/08/2023		

OP \$140.00 90626275

Total Attachments: 8

source=_IP Assignment RSA to Archer - executed#page1.tif

source=_IP Assignment RSA to Archer - executed#page2.tif

source=_IP Assignment RSA to Archer - executed#page3.tif

source=_IP Assignment RSA to Archer - executed#page4.tif

source=_IP Assignment RSA to Archer - executed#page5.tif

source=_IP Assignment RSA to Archer - executed#page6.tif

source=_IP Assignment RSA to Archer - executed#page7.tif

source=_IP Assignment RSA to Archer - executed#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of October 24, 2022 (the "Effective Date"), is by and between RSA Security LLC, a Delaware limited liability company ("Assignor"), with a principal business address of 176 Middlesex Turnpike, Bedford MA 01730 and Archer Technologies LLC, a Delaware limited liability company ("Assignee"), with a principal business address of 13200 Metcalf Ave, Suite 300, Overland Park, KS 66213 (together, the "Parties" and each, individually, a "Party").

WHEREAS, the Parties have determined that Assignee shall hold certain assets of, and operate the business operated by Assignor and its affiliates known as "Archer" (the "Archer Business");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee any and all of Assignor's right, title and interest in and to the following (collectively, the "Assigned IP"):

(a) (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all rights in the trademarks set forth in Schedule A arising under statutory or common law; (iii) all renewals and extensions of any such application, registration and filing; (iv) any other trademarks owned by Assignor and used solely in connection with the Archer Business, and all rights in the same arising under statutory or common law; (v) all licenses for the use of the trademarks; (vi) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (vii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (viii) all rights corresponding to any of the foregoing throughout the world; and (ix) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks");

(b) (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents");

(c) all IP Rights that are owned by Assignor or any of its subsidiaries that are used or held for use exclusively within the Archer Business in addition to the Assigned Trademarks and the Assigned Patents; and

(d) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

(e) For purposes of this Agreement, the term "IP Rights" means all intellectual property rights, however denominated, throughout the world, including trademarks, service marks, logos, rights in trade dress, certification marks, collective marks, and other source identifiers or indicia of origin, Internet domain names, social media accounts, copyrights, applications and registrations therefor and renewals, extensions, restorations, reversions, and licenses thereof, moral rights, patents (including all reissues, divisionals, terminal disclaimers, corrected patents, continuations, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, post-grant oppositions, and renewals, substitutions, and extensions thereof and all patents claiming priority thereto or serving as a basis for priority thereof), utility models, industrial designs, and inventions, and all applications and registrations therefor and all inventions, invention disclosures, and discoveries described in any such applications and registrations, and trade secrets, know-how, and other proprietary or confidential information (including information relating to technical data, software, processes, methods, ideas, discoveries, designs, and improvements).

2. **LICENSE.** If and to the extent that, as a matter of law in any jurisdiction, Assignor cannot assign, transfer or convey any of Assignor's direct or indirect right, title and interest in and to any Assigned IP, then, to the extent possible, Assignor hereby irrevocably grants to Assignee an exclusive, irrevocable, assignable, transferable, sublicenseable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any such right, title or interest.

3. **LICENSE BACK TO ASSIGNOR.** Assignee hereby grants to Redstone Buyer, LLC and its subsidiaries (including Assignor) a non-exclusive, royalty-free, fully-paid, perpetual, sublicenseable, transferable, worldwide license to use and exercise rights under the Assigned IP in connection with the operation of the Archer Business, together with the growth and development thereof. All goodwill that accrues based on the licensees' or sublicensees' uses of any trademarks that are part of the Assigned IP, by operation of law or otherwise, shall accrue solely for the benefit of Assignee, and Assignor, on behalf of itself and the other licensees and sublicensees, shall be deemed to have assigned and hereby irrevocably assigns such goodwill to Assignee without any further action by either Party. Assignor's and its sublicensees' use of any trademarks that are part of the Assigned IP, including the quality of any goods and services provided under the such trademarks, will be consistent with the quality and reputation of such trademarks as of the Effective Date.

4. **SUCCESSORS.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. **GOVERNING LAW.** This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of either Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on

common law, statute or otherwise) will be governed by and construed and interpreted in accordance with the laws of the State of Delaware irrespective of the choice of laws principles of the State of Delaware including all matters of validity, construction, effect, enforceability, performance and remedies.

6. **SEVERABILITY.** If any provision of this Agreement or the application thereof to any person, entity or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to persons, entities or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties will negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

7. **COUNTERPARTS; ENTIRE AGREEMENT.** This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. This Agreement, and the Schedules hereto, contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein.

(The remainder of this page is intentionally left blank. The signature pages follow.)

IN WITNESS WHEREOF, Assignor and Assignee caused this Agreement to be duly executed as of the date first written above.

ASSIGNOR

By: [Signature]

Its: General Counsel

Date: 10/24/23

STATE OF Massachusetts)

) ss.

COUNTY OF Norfolk)

Before me, the undersigned authority, on this 24th day of October, 2023, personally appeared John Matthew Sherrill known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

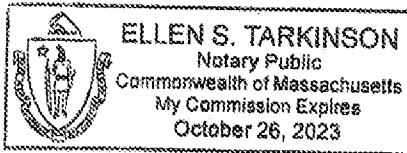
[Signature: Ellen S. Tarkinson]

Notary Public Ellen S. Tarkinson

[Signature: Ellen S. Tarkinson]

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)



ACCEPTED BY:

ASSIGNEE

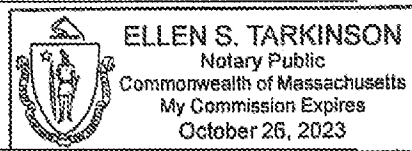
By: Justin Elliott
Its: Head of Legal
Date: 10/24/22

STATE OF Massachusetts)
) ss.
COUNTY OF Middlesex)

Before me, the undersigned authority, on this 24th day of October, 2023, personally appeared Justin Elliott known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

Ellen S. Tarkinson
Notary Public

Ellen S. Tarkinson
(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

Schedule A-Trademarks

Trademark	Country	Application No	Registration No	Int. Classes
ARCHER	India	4137689		9, 35
ARCHER	Argentina	3904961		9
ARCHER	Argentina	3904962		35
ARCHER	Argentina	3904963		42
ARCHER	Australia	2077841		9, 35, 42
ARCHER	Brazil	1521944	501521944	9
ARCHER	Brazil	1521944	501521944	35
ARCHER	Brazil	1521944	501521944	42
ARCHER	Canada	1521944		9, 35, 42
ARCHER	China	1521944	1521944	9, 35, 42
ARCHER	EUTM	1521944	1521944	9, 35, 42
ARCHER	India	4499025	1521944	9, 35, 42
ARCHER	Israel	1521944	1521944	9, 35, 42
ARCHER	Japan	1521944	1521944	42
ARCHER	Mexico	2367749		9
ARCHER	Mexico	2367750		35
ARCHER	Mexico	2367751		42
ARCHER	New Zealand	1144066	1144066	9, 35, 42
ARCHER	Norway	202004096	1521944	35
ARCHER	Republic of Korea (South)	1521944	1521944	9, 35, 42
ARCHER	Singapore	1521944	40202006608R	9, 35, 42
ARCHER	Switzerland	1521944	1521944	9, 35, 42
ARCHER	United Kingdom	1521944	1521944	9, 35, 42
ARCHER	United Kingdom	UK00801521944	UK00801521944	9, 35, 42
ARCHER	United States of America	85122192	4140981	9, 35
ARCHER	United States of America	88757606		9, 35, 42
ARCHER	WIPO	1521944	1521944	9, 35, 42
ARCHER ENGAGE	Australia	2216073		9, 35, 42
ARCHER ENGAGE	Canada	2137688		9, 35, 42
ARCHER ENGAGE	EUTM	018571774	018571774	9, 35, 42
ARCHER ENGAGE	India	5162081	5162081	9, 35, 42
ARCHER ENGAGE	Japan	2021-124108	6578155	9, 35, 42
ARCHER ENGAGE	Singapore	40202123750U		9, 35, 42
ARCHER ENGAGE	United Kingdom	00003706822	UK00003706822	9, 35, 42
ARCHER ENGAGE	United States of America	90626275		9, 35, 42

Trademark	Country	Application No	Registration No	Int. Classes
ARCHER ENGAGE & Design	Australia	2216133		9, 35, 42
ARCHER ENGAGE & Design	Canada	2137689		9, 35, 42
ARCHER ENGAGE & Design	EUTM	018571775	018571775	9, 35, 42
ARCHER ENGAGE & Design	India	5162082	5162082	9, 35, 42
ARCHER ENGAGE & Design	Japan	2021-124109	6578156	9, 35, 42
ARCHER ENGAGE & Design	Singapore	40202123751X		9, 35, 42
ARCHER ENGAGE & Design	United States of America	90626281		9, 35, 42
ARCHER ENGAGE & Design (2 mark series)	United Kingdom	00003706830	UK00003706830	9, 35, 42
ARCHER Logo	Australia	2187475		9, 35, 42
ARCHER Logo	Canada	2114430		9, 35, 42
ARCHER Logo	EUTM	018498699	018498699	9, 35, 42
ARCHER Logo	India	5016135		9, 35, 42
ARCHER Logo	Singapore	E202106170511S		9, 35, 42
ARCHER Logo	United States of America	90411192		9, 35, 42
ARCHER Logo (2 mark series)	United Kingdom	UK00003658847	UK00003658847	9, 35, 42

Schedule B-Patents

Title	App. No. / Date	Patent No. / Date
Layout design for a mobile application using selected governance, risk management and compliance rules	13/838,948 03/15/2013	9075583 07/07/2015
Access management system	14/488,377 09/17/2014	9380076 06/28/2016
Efficient operation of GRC processing platforms	14/980,252 12/28/2015	10140267 11/27/2018
METHOD, APPARATUS AND COMPUTER PROGRAM PRODUCT FOR SELECTING GOVERNANCE, RISK MANAGEMENT, AND COMPLIANCE RULES USING CROWD-SOURCING TECHNIQUES	15/395,958 12/30/2016	
Generating Recommendations for Supporting Risk Assessment in Risk Management Solutions	15/662,827 07/28/2017	
ANONYMIZING DATA SETS IN RISK MANAGEMENT APPLICATIONS	16/265,636 02/01/2019	11087004 08/10/2021
POLICY-BASED COMPLETION OF THIRD PARTY RISK ASSESSMENTS	16/778,107 01/31/2020	
Automatic Assignment of Tasks to Users in Collaborative Projects	16/778,142 01/31/2020	
EXTRACTION OF A NESTED HIERARCHICAL STRUCTURE FROM TEXT DATA IN AN UNSTRUCTURED VERSION OF A DOCUMENT	16/844,030 04/09/2020	
DETERMINING SYNTAX PARSE TREES FOR EXTRACTING NESTED HIERARCHICAL STRUCTURES FROM TEXT DATA	16/844,046 04/09/2020	
AUTOMATED PROCESSING OF UNSTRUCTURED TEXT DATA IN PAIRED DATA FIELDS OF A DOCUMENT	16/906,232 06/19/2020	
Automatic allocation of review resources to review pre-populated data items	17/035,882 09/29/2020	