

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819952

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900780764		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Job Expo International, Inc.		10/24/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CYBERRISK ALLIANCE, LLC		
Street Address:	318 W Adams Street, 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2950149	TECHEXPO TOP SECRET	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	954-991-5428		
Email:	aromanini@dickinson-wright.com		
Correspondent Name:	Allysa Romanini		
Address Line 1:	1825 Eye Street NW, Suite 900		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	86543-49		
NAME OF SUBMITTER:	Allysa Romanini		
SIGNATURE:	/Allysa Romanini/		
DATE SIGNED:	06/27/2023		
Total Attachments: 10			
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(10.24.22)#page10.tif

AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY

THIS AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY (this "Assignment") is made as of October 24, 2022 (the "Effective Date"), by and between CyberRisk Alliance, LLC, a Delaware limited liability company (the "Assignee"), and Job Expo International, Inc., a New York corporation (the "Assignor").

RECITALS

WHEREAS, Assignor, Assignee and the other parties named therein have entered into that certain Asset Purchase Agreement dated on or about the date hereof (the "Purchase Agreement"); and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to assign, and Assignee has agreed to assume, among other assets, the Assigned IP (defined below).

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Assignment but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

2. Assignment of Intellectual Property Assets. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, free and clear of any Encumbrances other than Permitted Encumbrances, all of Assignor's right, title, and interest in, to and under the following intellectual property: (the "Assigned IP"):

(a) the intellectual property and intellectual property rights, including: (i) the trademarks on **Exhibit A** and all issuances, extensions, and renewals thereof (the "Trademarks"), with the goodwill of the business connected with using, and symbolized by, the Trademarks; (ii) the copyright and exclusive copyright licenses on **Exhibit B** and all issuances, extensions, and renewals thereof (the "Copyrights"); (iii) the domain names on **Exhibit C**; (iii) the patents and patent applications on **Exhibit D** and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and any foreign counterparts of any of the foregoing including the right to claim priority and renewals thereof (the "Patents");

(b) all non-registered intellectual property relating to the Assigned IP on **Exhibits A** and **Exhibit B**, with the goodwill of the business connected with using, and symbolized by, all such non-registered intellectual property to the extent applicable;

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

(d) any and all claims and causes of action, regarding 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.

3. Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation, exclusion or exculpation set forth in the Purchase Agreement, including but not limited to the representations, warranties, covenants and agreements and the indemnities of the Seller Parties. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Recordation and Further Actions. From time to time, at or following the Closing, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Intellectual Property Assets to be conveyed to Assignee under this Assignment and to secure the rights assigned hereby and to obtain and/or transfer the copyright, patent, domain name, trademark and/or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights; and to otherwise make effective as reasonably promptly as practicable the transactions contemplated hereby. Assignor will 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 reasonably necessary to record, effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party except as provided in the Purchase Agreement. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Assignment shall be binding upon, enforceable against and inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

6. Governing Law. This Assignment and any claims arising out of or relating to this Assignment or the transactions contemplated by this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law principles.

7. Amendment; Waiver. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. Counterparts; Electronic Signatures. This Assignment and any agreements entered into in connection with this Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, DocuSign or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date first above written.

ASSIGNOR:

JOB EXPO INTERNATIONAL, INC.

By: 
Name: Bradford Rand
Title: Chief Executive Officer

ASSIGNEE:

CYBERRISK ALLIANCE, LLC

By: _____
Name: Douglas J. Manoni
Title: Chief Executive Officer

[SIGNATURE PAGE TO AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date first above written.

ASSIGNOR:

JOB EXPO INTERNATIONAL, INC.

By: _____
Name: Bradford Rand
Title: Chief Executive Officer

ASSIGNEE:

CYBERRISK ALLIANCE, LLC

Douglas J. Manoni
By: _____
Name: Douglas J. Manoni
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF New York)

) SS:

COUNTY OF Nassau)

Before me a Notary Public in and for said County and State personally appeared Bradford Rand, the duly appointed Chief Executive Officer of Job Expo International, Inc., who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 23rd day of October, 2022.

My Commission expires:

Signed: _____



Printed: _____

Brett D. Zinner

BRETT D. ZINNER
Notary Public, State of New York
No. 02ZI6058477
Qualified in New York County
Commission Expires August 25, 2023

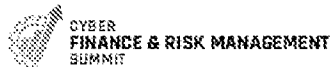
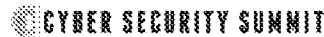
Exhibit A

Trademarks

Registered Trademarks:

Trademark	Registration No.	Registration Date	Jurisdiction
TECHEXPO TOP SECRET	2950149	May 10, 2005	US

Unregistered Trademarks:



TECHEXPO TOP SECRET

TECHEXPO
TOP SECRET

TECHEXPO
VIRTUAL

TECHEXPO
TOP SECRET
POLYGRAPH ONLY

TECHEXPO
DEVELOPERS ONLY

TECHEXPO
CYBER SECURITY

TECHEXPO
VIRTUAL HIRING EVENT

TECHEXPO



JEI JOB EXPO INTERNATIONAL

Exhibit B
Copyrights

Registered Copyrights:

None.

Unregistered Copyrights:

Copyright to all works of authorship and marketing materials published in connection with the websites identified above, to the extent not received from sponsors.

Exhibit C**Domain Names**

Domain Name	Service	Expiration Date
cybersecuritysummit.com	Domain	3/1/2023
cybersecuritysummit.tv	Domain	5/18/2023
cybersecuritysummitusa.com	Domain	6/30/2023
cybersummitberlin.com	Domain	7/29/2023
cybersummitcanada.com	Domain	7/29/2023
cybersummitlondon.com	Domain	7/29/2023
cybersummitmilan.com	Domain	7/29/2023
cybersummitparis.com	Domain	7/29/2023
cybersummittoronto.com	Domain	7/29/2023
cybersummituk.com	Domain	7/29/2023
cybersummitusa.com	Domain	2/7/2024
cybersummitusa.tv	Domain	3/10/2023
jobexpointernational.com	Domain	10/1/2022
jobexpointernational.us	Domain	6/3/2024
officialcybersecuritysummit.com	Domain	12/7/2023
tech-expo.com	Domain	1/15/2027
techexpo.org	Domain	11/9/2022
techexpo.us	Domain	6/29/2023
techexpotopsecret.com	Domain	6/18/2023
techexpotopsecret.net	Domain	8/25/2023
techexpotopsecret.us	Domain	8/24/2023
techexpousa.net	Domain	5/8/2023
techexpousa.org	Domain	6/2/2023
techexpousa.us	Domain	9/5/2027
TechExpoUSA.com	Domain	10/15/2035
ibmexpo.com	Domain	5/8/2027
ibmlouisiana.com	Domain	3/21/2023
ibmmonroejobs.com	Domain	2/10/2023

Exhibit D

Patents

None.