

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GreyHeller LLC		06/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pathlock Inc.		
Street Address:	8111 Lyndon B. Johnson Fwy		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75251		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6356578	APPSIAN SECURITY	
Serial Number:	88046775	APPSIAN	
Registration Number:	4384902	PEOPLEMOBILE	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4044958472		
Email:	amalcom@mmmlaw.com		
Correspondent Name:	Anna Malcom		
Address Line 1:	3343 Peachtree Road NE		
Address Line 2:	1600 Atlanta Financial Center		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	38742-156603		
NAME OF SUBMITTER:	Anna Malcom		
SIGNATURE:	/Anna Malcom/		
DATE SIGNED:	07/13/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into as of the latest signature date indicated in the signature block at the end of this Assignment (the “**Effective Date**”), by and between GreyHeller LLC (the “**Assignor**”), and Pathlock Inc. (the “**Assignee**”) (collectively, the “**Parties**,” and singularly, each a “**Party**”).

WHEREAS, in connection with the sale of assets to Assignee by Assignor, as contemplated by and pursuant to that certain Bill of Sale dated November 10, 2021, by and between Assignor and Assignee and its affiliates (the “**Agreement**”), all intellectual property owned by Assignor is to be transferred to Assignee, specifically the patents, patent applications, trademarks, trademark applications, and trademark registrations identified in Schedule A attached herein (the “**Assigned IP**”); and

WHEREAS, the Parties accordingly wish to execute this recordable instrument, assigning all of Assignor’s right, title and interest in and to the Assigned IP to Assignee;

NOW, THEREFORE, for good and valuable consideration recited in the Agreement, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to the Assigned IP, including the following assignments:

(a) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor’s right, title, and interest in and to any and all patent rights related to the Assigned IP, including but not limited to the patents and patent applications listed in Schedule A, and including any provisional rights therein, in and to any divisions, continuations, continuation-in-parts, and reissues thereof, and in and to all inventions disclosed and described in said applications and improvements thereof, preparatory to obtaining Letters Patent of the United States or any other foreign jurisdiction (“Letters Patent”) therefor, including all damages and profits, due or accrued, arising out of past infringements of said patent rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances; and the Assignor hereby requests any and all Letters Patents resulting from said applications, or from a division, continuation, continuation-in-part, or reissue thereof, to issue to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor’s right, title and interest in and to any and all trademark rights related to the Assigned IP, including but not limited to the trademarks, trademark applications, and trademark registrations listed in Schedule A, and including all state and common law rights and

rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Assigned IP, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Assigned IP, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Assigned IP hereunder and, if appropriate, to assure that the transfer of the Assigned IP is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office and other foreign intellectual property offices, all at the Assignee's sole expense.

3. Maintenance. The Assignor has and shall instruct their attorneys and agents who maintain and prosecute the Assigned IP to, at the cost and expense of Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned IP in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Assigned IP.

4. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall

not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

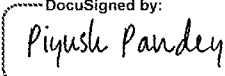
(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

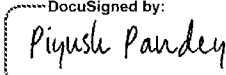
[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR:

ASSIGNEE:

By: 
Name: Piyush Pandey
Title: Ceo
Date: 6/30/2023 | 7:45 AM PDT

By: 
Name: Piyush Pandey
Title: Ceo
Date: 6/30/2023 | 7:45 AM PDT

SCHEDULE A

Trademarks

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
APPSIAN	3365812 3365812 United Kingdom	01/09/2019 04/19/2019	Greyheller LLC	Registered
APPSIAN SECURITY	88/367,627 6,356,578 United States	04/02/2019 05/18/2021	Greyheller LLC *unreleased security interest held by Monroe Capital	Registered
PEOPLEMOBILE	CA1567701 TMA891911 Canada	03/08/2012 12/10/2014	Greyheller LLC	Registered
APPSIAN	CA1941804 N/A Canada	01/21/2019 N/A	Greyheller LLC	Pending
APPSIAN	88/046,775 N/A United States	07/20/2018 N/A	Greyheller LLC	Abandoned
PEOPLEMOBILE	EU010760064 EU010760064 European Union	03/27/2012 07/13/2012	Greyheller LLC	Expired
PEOPLEMOBILE	85/543,865 4,384,902 United States	02/15/2012 08/13/2013	Greyheller LLC	Cancelled

Patents

APPLICATION TITLE	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE	OWNER OF RECORD	STATUS
DYNAMICALLY OPTIMIZED CONTENT DISPLAY	14/195,659 10,229,222 United States	03/03/2014 03/12/2019	GreyHeller, LLC	Issued
PREVENTING UNAUTHORIZED ACCESS TO AN APPLICATION SERVER	14/539,984 10,225,249 United States	11/12/2014 03/05/2019	GreyHeller, LLC	Issued
SYSTEMS, METHODS, AND DEVICES FOR LOGGING ACTIVITY OF A SECURITY PLATFORM	16/719,795 N/A United States	12/18/2019 N/A	GreyHeller, LLC	Pending

SYSTEMS, METHODS, AND DEVICES FOR IMPLEMENTING SECURITY OPERATIONS IN A SECURITY PLATFORM	17/073,893 N/A United States	10/19/2020 N/A	GreyHeller, LLC	Pending
CLIENT SPECIFIC INTERACTIONS WITH ENTERPRISE SOFTWARE SYSTEMS	13/430,566 N/A United States	03/26/2012 N/A	GreyHeller, LLC	Abandoned
DYNAMICALLY OPTIMIZED CONTENT DISPLAY FOR MOBILE DEVICES AND SECURITY PLUGINS	61/901,331 N/A United States	11/07/2013 N/A	GreyHeller, LLC	Expired
SYSTEMS, METHODS, AND DEVICES FOR IMPLEMENTING SECURITY OPERATIONS IN A SECURITY PLATFORM	PCT/US21/55453 N/A WIPO	10/18/2021 N/A	GreyHeller, LLC	Pending
DYNAMICALLY OPTIMIZED CONTENT DISPLAY	PCT/US14/60779 N/A WIPO	10/15/2014 N/A	GreyHeller, LLC	Expired
SYSTEMS, METHODS, AND DEVICES FOR LOGGING ACTIVITY OF A SECURITY PLATFORM	PCT/US20/65690 N/A WIPO	12/17/2020 N/A	GreyHeller, LLC	Expired
CLIENT SPECIFIC INTERACTIONS WITH ENTERPRISE SOFTWARE SYSTEMS	PCT/US13/29446 N/A WIPO	03/06/2013 N/A	GreyHeller, LLC	Expired
PREVENTING UNAUTHORIZED ACCESS TO AN APPLICATION SERVER	GB1519982.1 N/A United Kingdom	11/12/2015 N/A	GreyHeller, LLC	Abandoned
DYNAMICALLY OPTIMIZED CONTENT DISPLAY	EP14859509 N/A European Union	08/12/2016 N/A	GreyHeller, LLC	Abandoned
CLIENT SPECIFIC INTERACTIONS WITH ENTERPRISE SOFTWARE SYSTEMS	EP13767589 N/A European Union	01/02/2015 N/A	GreyHeller, LLC	Abandoned