

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mandiant, LLC		01/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FireEye, Inc.		
Street Address:	1440 McCarthy Blvd.		
City:	Milpitas		
State/Country:	CALIFORNIA		
Postal Code:	95035		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	86027101	THE HIGHEST LEVEL OF SECURITY IS A CONST	
Serial Number:	86027091	UNHACK YOURSELF	
Serial Number:	85523177	KNOW YOU'RE SECURE	
Serial Number:	85501637	STRIKEFINDER	
Serial Number:	85260943	AGENT ANYWHERE	
Serial Number:	85888602	R	
Serial Number:	85886370	REDLINE	
Serial Number:	85824435	TOOLS OF ENGAGEMENT	
Serial Number:	85812092	MCIRT	
Serial Number:	85782640	TIMEWRINKLE	
Serial Number:	85782636	TIMECRUNCH	
Serial Number:	85755122	ATTACK THE SECURITY GAP	
Serial Number:	85596421	STATE OF THE HACK	
Serial Number:	85567871	M-UNITION	
Serial Number:	85567860	FRESH PRINTS OF MAL-WARE	
Serial Number:	85567830	MIRCON	
Serial Number:	85529608	MTRENDS	
Serial Number:	85202942	MIR	
Serial Number:	78904030	MANDIANT	
TRADEMARK			

OP \$565.00 86027101

Property Type	Number	Word Mark
Serial Number:	77659006	FIND EVIL. SOLVE CRIME.
Serial Number:	77658986	M
Serial Number:	77297123	INTELLIGENT RESPONSE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 7036833141
Email: legal@mandiant.com
Correspondent Name: Rebecca Stroder
Address Line 1: 2318 Mill Road
Address Line 2: Suite 500
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	ASSIGNMENT
NAME OF SUBMITTER:	Rebecca Stroder
SIGNATURE:	/s/ Rebecca Stroder
DATE SIGNED:	08/15/2014

Total Attachments: 8
source=Mandiant LLC to FireEye Assignment#page1.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into and effective this 1st day of January, 2014, between Mandiant, LLC, a Delaware limited liability company ("Assignor"), and FireEye, Inc., a Delaware corporation ("Assignee").

Whereas, Assignor owns the intellectual property identified in Exhibit A, consisting of the trademarks identified in Exhibit A ("Trademarks"), copyrights identified in Exhibit A ("Copyrights") and domain names identified in Exhibit A ("Domain Names"), and trade secrets identified in Exhibit A ("Trade Secrets") (collectively, the Trademarks, Copyrights, Domain Names and Trade Secrets will be referenced herein as the "Intellectual Property"); and

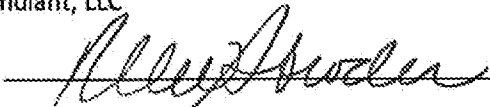
Whereas, Assignee desires to acquire the Intellectual Property from Assignor, and Assignor desires to assign, transfer and convey the Intellectual Property to Assignee;

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor has assigned, transferred and conveyed, and does hereby assign, transfer and convey unto Assignee, and its successors and assigns all right, title and interest in and to the Intellectual Property throughout the world. Such rights include:
 - a. All rights in any registrations and applications embodying the Intellectual Property;
 - b. The goodwill of Assignor connected with the use of and symbolized by the Trademarks;
 - c. All rights of reversion, renewal and extension in all of the Intellectual Property;
 - d. All claims whether accruing before, on and/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, 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;
 - e. The right to record this Agreement at the United States Patent and Trademark Office, the United States Copyright Office, and any other similar official authority throughout the world, and to take all steps necessary to vest in Assignee the rights granted herein.
2. Assignor agrees that, when requested, it will, at Assignee's cost and expense, sign all papers, take all rightful oaths, and do all acts that may be necessary, desirable or convenient for securing and maintaining the Intellectual Property and for vesting title thereto in Assignee, its successors and assigns, and their nominees.
3. Assignee hereby grants to Assignor a non-exclusive license to use, reproduce, affix, display, distribute, perform and create derivatives of the Intellectual Property solely for Assignor's business, subject to Assignee's rights to inspect such use and maintain quality control over the Assignor's use of the Intellectual Property, and subject further to Assignee's right to terminate this non-exclusive license at any time on notice to Assignor.

In witness whereof, each party has executed this agreement by its duly authorized representative.

Mandiant, LLC

By: 
Name: Rebecca Stroder
Title: Director, Legal

FireEye, Inc.



By: 
Name: Jill Passalacqua
Sr. Director, Legal
Title: _____



Exhibit A

Intellectual Property

Trademarks

All rights in any and all registered and unregistered trademarks, including the following:

MARK	JURISDICTION	STATUS	DATE	NUMBER
MANDIANT	United States	Registered	November 13, 2007	3334954
INTELLIGENT RESPONSE	United States	Registered	March 31, 2009	3599451
	United States	Registered	March 2, 2010	3753817
MIR	United States	Registered	February 28, 2012	4104161
MTRENDS	United States	Registered	August 14, 2012	4190770
MIRCON	United States	Registered	May 28, 2013	4340918
FRESH PRINTS OF MAL-WARE	United States	Registered	May 28, 2013	4340919
M-UNITION	United States	Registered	May 21, 2013	4337226
STATE OF THE HACK	United States	Registered	May 7, 2013	4330655
TOOLS OF ENGAGEMENT	United States	Registered	June 24, 2013	4358167
MCIRT	United States	Registered	June 25, 2013	4358139
FIND EVIL. SOLVE CRIME	United States	Abandoned	January 29, 2009	77659006
AGENT ANYWHERE	United States	Application -- Notice of Allowance issued	March 8, 2011	85260943

STRIKEFINDER	United States	Application – Notice of Allowance issued	December 21, 2011	85501637
KNOW YOU'RE SECURE	United States	Application – Notice of Allowance issued	January 23, 2012	85523177
ATTACK THE SECURITY GAP	United States	Application – Notice of Allowance issued	Oct. 16, 2012	85755122
TIMECRUNCH	United States	Application – Notice of Allowance issued	November 19, 2012	85782636
TIMEWRINKLE	United States	Application – Notice of Allowance issued	November 19, 2012	85782640
REDLINE	United States	Registered	November 19, 2013	4435770
	United States	Registered	October 29, 2013	4425581
MANDIANT	EU	Grant of Protection Extended (Madrid)	Sept. 21, 2011	1103446
	EU	Application – Absolute Grounds accepted (Madrid)	December 28, 2012	1158355
MANDIANT	Brazil	Application	June 28, 2013	840562659 (class 9) 840562683 (class 41) 840562713 (class 42) 840562730 (class 45)

MANDIANT	Japan	Application – International Registration designating Japan, submitted to International Bureau	June 17, 2013	A0026359
MANDIANT	Australia	Application – International Registration designating Australia, submitted to International Bureau	August 27, 2013	1584050
MANDIANT	New Zealand	Application – International Registration designating New Zealand, approved	August 27, 2013	985667
MANDIANT	Singapore	Application – International Registration designating Singapore, submitted to International Bureau	August 27, 2013	A0026359
MANDIANT	Switzerland	Application – International Registration designating Switzerland, submitted to International Bureau	August 27, 2013	A0026359
MANDIANT	Mexico	Application – International Registration designating Mexico, submitted to International Bureau	August 27, 2013	A0026359
MANDIANT	Canada	Application filed	October 17, 2013	1648047
THE HIGHEST LEVEL OF SECURITY IS A CONSTANT STATE OF UNHACKING	United States	Pending – Non-final action mailed November 18, 2013	August 2, 2013	86027101
UNHACK YOURSELF	United States	Pending – Non-final action mailed November 18, 2013	August 2, 2013	86027091

Copyrights

All works of authorship of Assignor, and any other works entitled to protection under the United States Copyright Act or any similar statute throughout the world.

Domain Names

All rights in the following domain names and any other domain names owned or controlled by Assignor:

advancedpersistentthreat.com
answertonowhat.com
answertonowwhat.com
bigstockco.com
findevilsolvecrime.com
fuckmandiant.com
fuckmandiant.net
fuckmandiant.org
hawkgate.com
hr-jpmorgan.com
indicatorsofcompromise.com
indicatorsofcompromise.net
indicatorsofcompromise.org
kevinmandia.com
kevinmandia.net
kevinmandiasucks.com
kevinmandiasucks.net
kevinmandiasucks.org
m-cirt.com
m-cirt.net
m-cirt.org
mandaint.com
mandiant.com
mandiant.net
mandiant.org
mandiant.xxx
mandiantcorp.com
mandiantcorp.net
mandiantforums.com
mandiantforums.net
mandiantforums.org
mandiantsucks.com
mandiantsucks.net
mandiantsucks.org
mandiasucks.com
mandiasucks.net
mandiasucks.org
mandinat.com

mandinat.net
mandinat.org
maniant.com
maniant.net
maniant.org
mcirt.com
mcirt.net
mcirt.org
memoryze.net
memoryze.org
openioc.com
openioc.net
openioc.org
red-cliff.com
rmandiant.com
rmandiant.net
rmandiant.org
scires.us
seekevil.com
theanswertonowwhat.com
theanswertonowwhat.com
threatidentificationprogram.com
unveillance.net
z0am.com
mandiant.ag
mandiant.al
mandiant.asia
mandiant.at
mandiant.bb
mandiant.be
mandiant.bo
mandiant.ca
mandiant.cd
mandiant.cg
mandiant.ch
mandiant.cl
mandiant.cn
mandiant.co.cr
mandiant.co.uk
mandiant.com.br
mandiant.com.co
mandiant.com.mx
mandiant.com.pa
mandiant.com.pr
mandiant.com.ve
mandiant.cz
mandiant.de
mandiant.dk

mandiant.ec
mandiant.eu
mandiant.fi
mandiant.fr
mandiant.gr
mandiant.hk
mandiant.ht
mandiant.in
mandiant.is
mandiant.it
mandiant.jp
mandiant.kr
mandiant.la
mandiant.lv
mandiant.me
mandiant.my
mandiant.nl
mandiant.no
mandiant.pe
mandiant.ph
mandiant.pk
mandiant.pl
mandiant.ps
mandiant.pt
mandiant.ro
mandiant.ru
mandiant.se
mandiant.sg
mandiant.si
mandiant.sk
mandiant.sl
mandiant.tw
mandiant.uz
mandiant.vn

Trade Secrets

All trade secrets of Assignor under applicable law.