

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351627

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VisiTrend, Inc.		08/13/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bit9, Inc.		
<b>Street Address:</b>	266 Second Avenue		
<b>Internal Address:</b>	Second Floor		
<b>City:</b>	Waltham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02451		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4015996	VISITREND	
<b>Registration Number:</b>	4077124	NDVIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178018973		
<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>			
<b>Phone:</b>	617-570-1063		
<b>Email:</b>	sargentieri@goodwinprocter.com		
<b>Correspondent Name:</b>	Steven Argentieri		
<b>Address Line 1:</b>	53 State Street		
<b>Address Line 2:</b>	Goodwin Procter		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	125212/242619		
<b>NAME OF SUBMITTER:</b>	Steven R. Argentieri		
<b>SIGNATURE:</b>	/Steven R. Argentieri/		
<b>DATE SIGNED:</b>	08/17/2015		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective this 14th day of August, 2015, by and between VisiTrend, Inc., a corporation organized and existing under the laws of the state of Delaware, and having a usual place of business at 25 First Street, Suite 303, Cambridge, MA 02141 ("Assignor") and Bit9, Inc., a corporation organized and existing under the laws of the state of Delaware, and having a usual place of business at 266 Second Ave., Second Floor, Waltham, MA 02451 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement and Plan of Reorganization, dated as of August 14, 2015 by and among Assignor, Assignee and the stockholders of Assignor named therein (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignor hereby warrants that it is the sole owner of the Marks. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: VISITREND, INC.

Name: John T. Langton  
Signature: *John T. Langton*  
Title: CEO

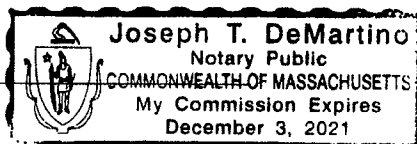
NOTARIZATION

On this 13 day of August, 2015, before me, the undersigned Notary Public, personally appeared John T. Langton, proved to me through satisfactory evidence of identification, which was/were Mass. Drivers License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

*Joseph T. DeMartino*  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_



ASSIGNEE: BIT9, INC.

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

*Signature page to Trademark Assignment*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: VISITREND, INC.

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

NOTARIZATION

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary (Seal)

My Commission Expires: \_\_\_\_\_

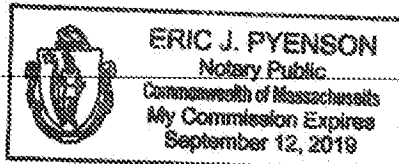
ASSIGNEE: BIT9, INC.

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

On this 13th day of August, 2015, before me, the undersigned Notary Public, personally appeared ROCKY MORLEY, proved to me through satisfactory evidence of identification, which was/were ROCKY MORLEY, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Eric J. Pyenson  
Signature of Notary (Seal)

My Commission Expires: \_\_\_\_\_



Signature page to Trademark Assignment

**Exhibit A**

**Marks**

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. &amp; Date</i>	<i>Registration No. &amp; Date</i>
VISITREND	USA	85232477 February 2, 2011	4015996 August 23, 2011
NDVis	USA	85326508 May 20, 2011	4077124 December 27, 2011