

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358085

<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>
Cincinnati Bell Inc.		10/06/2015	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morphick, Inc.		
<b>Street Address:</b>	4600 Montgomery Road, Suite 200		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45212		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4668818	WIN EVERY ATTACK	
<b>Serial Number:</b>	86074618	WIN EVERY ATTACK	
<b>Serial Number:</b>	86074585	WIN EVERY ATTACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5136516981		
<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>	513-651-6800		
<b>Email:</b>	trademarks@fbtlaw.com		
<b>Correspondent Name:</b>	Frost Brown Todd LLC c/o Monica L. Dias		
<b>Address Line 1:</b>	3300 Great American Twr., 301 E. 4th St.		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	0387571		
<b>NAME OF SUBMITTER:</b>	Monica L. Dias		
<b>SIGNATURE:</b>	/mld/		
<b>DATE SIGNED:</b>	10/09/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into this <sup>6<sup>TH</sup></sup> day of October, 2015 (the "Execution Date"), by and between Cincinnati Bell Inc., an Ohio corporation having offices at 221 E. Fourth Street, Cincinnati, Ohio 45202 ("Assignor") and Morphick, Inc., a Delaware corporation having offices at 4600 Montgomery Road, Suite 200, Cincinnati, Ohio 45212 ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of March 2, 2015 (the "Asset Purchase Agreement");

WHEREAS, Assignor is the sole owner of the entire right, title and interest to the trademarks set forth on **Schedule A** and registered or pending with the United States Patent and Trademark Office along with all of the goodwill of the business connected with the use of and symbolized by the trademarks (collectively, the "Marks");

WHEREAS, as set forth in the Asset Purchase Agreement, Assignee is the successor to the business of Assignor, or portion thereof, to which the Marks pertain and are used (or are intended to be used), and that business is ongoing and existing;

WHEREAS, as set forth in the Asset Purchase Agreement, Assignor desires to sell, assign, transfer and convey the Marks together with all of the goodwill associated with the Marks and with the business in connection with which said Marks are used (or are intended to be used) to Assignee;

WHEREAS, as set forth in the Asset Purchase Agreement, Assignee is desirous of acquiring the entire right, title and interest in and to the Marks, together with all of the goodwill associated with the Marks and with the business in connection with which said Marks are used (or are intended to be used);

NOW, THEREFORE, in consideration of the above premises and for ten dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, set over and deliver to Assignee all Assignor's right, title and interest in and to the Marks, together with the goodwill of the business, or portion thereof to which the Marks pertain, symbolized thereby, the same to be held and enjoyed by said 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 further covenants with Assignee to execute, when requested, such additional assignments, instruments and documents as may be necessary or desirable to effectuate this Assignment.

2. Recordal of assignment. Assignor will file the assignments of the Marks with the United States Patent and Trademark Office and shall bear the cost of filing such assignments.

3. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

ASSIGNEE:

CINCINNATI BELL INC.

MORPHICK, INC.

By: 

By: 

Name: Christopher J. Wilson  
Title: Vice President and General Counsel

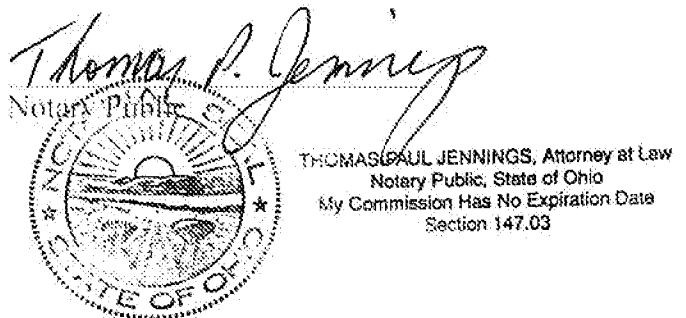
Name: Brian Minick  
Title: CEO

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

On this 6<sup>th</sup> day of October, 2015, before me personally came Christopher J. Wilson, in his capacity as Vice President and General Counsel of Cincinnati Bell Inc., an Ohio corporation, who acknowledged to me that he executed this Assignment in such capacity as set forth above.

On this 6<sup>th</sup> day of October, 2015, before me personally came Brian Minick in his capacity as CEO of Morphick, Inc., a Delaware corporation, who acknowledged to me that he/she executed this Assignment in such capacity as set forth above.



**SCHEDULE A**

Trademark	Registration No. or Serial No.	Key Dates	Goods / Services
<b>WIN EVERY ATTACK</b>	Registration No. 4,668,818	Registered: January 6, 2015	<b>Class 9:</b> Information technology (IT) security software, namely, computer software for use in protecting and maintaining information technology security and in responding to and preventing breaches of information technology security.
<b>WIN EVERY ATTACK</b>	86/074,618	Filed: September 25, 2013	<b>Class 42:</b> Information technology (IT) security services, namely, computer consultation in the field of computer and network security and in the field of scanning and penetration testing of computers and networks to assess information security vulnerability; Information technology (IT) security services, namely, computer services that provide online scanning, detecting, quarantining, and eliminating of viruses, worms, Trojans, spyware, adware, malware, and unauthorized data and programs on computers, networks, and electronic devices; Information technology (IT) security services, namely, computer network management services, namely, managing the computer networks of others to provide protection from computer network intrusions in connection with computer network security systems; Information technology (IT) security services, namely, technical support services in the field of computer network security, namely, troubleshooting of computer hardware and software problems, and identifying technical solutions for computer network security problems; Computer services, namely, management of the information technology (IT) systems of others; Computer services, namely, management of information technology (IT) security for others, namely, managing the computer networks of others to provide

			<p>protection from computer network intrusions; to detect computer network intrusions; to alert the customer as to computer network intrusions; to respond to computer network intrusions; to eliminate computer network intrusions; and to prevent computer network intrusions, all in connection with computer network security systems; Software as a service (SAAS) services featuring software for use in protecting and maintaining information technology security and in responding to and preventing breaches of information technology security</p> <p><b>Class 45:</b> Monitoring of computer systems for security purposes; Computer security services, namely, monitoring the security status of computer networks and generating security responses based on network intrusion alerts; Providing methods and procedures for the management of computer and network threats, namely, surveillance and monitoring of security problems and vulnerabilities in computer hardware, networks, and software</p>
<b>WIN EVERY ATTACK</b>	86/074,585	Filed: September 25, 2013	<b>Class 9:</b> Information technology (IT) security appliances, namely, hardware for use in protecting and maintaining information technology security and in responding to and preventing breaches of information technology security

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