

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386580

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|---|--|---------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Carnegie Mellon University | | 03/01/2016 | Non-Profit Corporation: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | Clearmodel LLC | | |
| Street Address: | 11 Stanwix Street | | |
| Internal Address: | Suite 1150 | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15222 | | |
| Entity Type: | Limited Liability Company: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2086863 | CMM | |
| Registration Number: | 2193783 | CAPABILITY MATURITY MODEL | |
| Registration Number: | 2594896 | CMMI | |
| Registration Number: | 2656288 | CMMI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3124568435 | | |
| <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: | 312.456.8400 | | |
| Email: | chiipmail@gtlaw.com, horwitzb@gtlaw.com, matthewsk@gtlaw.com | | |
| Correspondent Name: | Greenberg Traurig, LLP | | |
| Address Line 1: | 77 W. Wacker Drive | | |
| Address Line 2: | Suite 3100 | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 135706.010300 | | |
| NAME OF SUBMITTER: | Barry Horwitz | | |
| SIGNATURE: | /Barry Horwitz/ | | |
| DATE SIGNED: | 06/03/2016 | | |

CH \$115.00 2086863

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of March 1, 2016 (the "Effective Date"), by and between Carnegie Mellon University, a Pennsylvania not-for-profit corporation ("CMU"), and Clearmodel LLC, a Pennsylvania limited liability company (the "Company").

A. CMU and the Company are parties to that certain License Agreement effective as of December 1, 2012, as amended by Amendment One - License Agreement dated May 9, 2013, Second Amendment to License Agreement dated October 7, 2014, and Third Amendment to License Agreement dated March 23, 2015 (the "Third Amendment", and collectively, the "CMU License").

B. Pursuant to the CMU License, CMU licensed to the Company, on an exclusive basis, the Transitioned Technologies (as defined below), subject to the terms and conditions set forth therein.

C. Carnegie Innovations, LLC ("CI") is a subsidiary of CMU, and the Company is a subsidiary of CI.

D. The Company, CI and ISACA Enterprises, Inc. ("Purchaser") are parties to that certain Unit Purchase Agreement dated as of the Effective Date, pursuant to which CI has agreed to sell to Purchaser its membership interests in the Company (the "Unit Purchase Agreement").

E. As a condition for the closing of the Unit Purchase Agreement (the "Closing"), CMU and the Company are required to terminate the CMU License and enter into this Agreement, for the assignment, by CMU to the Company, of the Assigned Intellectual Property, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, CMU and the Company hereby agree as follows:

I. Definitions.

"Assigned Intellectual Property" means all Intellectual Property Rights to the Transitioned Technologies.

"CMMI Trademarks" means the registered and common law trademarks, service marks and trade names set forth in Schedule E hereto.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Assignment of Trademarks. Effective as of the Closing, CMU hereby assigns, transfers, grants, bargains, sells and delivers to the Company, its successors and assigns, all of its right, title and interest in the CMMI Trademarks, together with the goodwill associated therewith (the "Assignment of Trademarks"). The Company acknowledges that the CMMI Trademarks may be included in certain Transitioned Technologies or CMU-Created Derivatives. Therefore, notwithstanding the foregoing assignment, (a) CMU may continue using the CMMI Trademarks after Closing as non-source identifiers, such as to accurately and truthfully describe technologies related to the Transitioned Technologies, the CMU-Created Derivatives, the Retained Technologies or the CMU-Retained Derivatives, as the case may be, including that CMU created the technologies associated with the CMMI Trademarks; and (b) CMU may continue using the SCAMPI trademark after Closing solely in connection with the its Resilience Management Model (RMM) and Smart Grid Management Model (SGMM) activities ("SCAMPI License Back") in the same manner as CMU presently (as of the Effective Date) uses the SCAMPI trademark in connection with its RMM and SGMM activities ("SCAMPI Standards"). CMU acknowledges and agrees that Company shall have the right, upon sufficient notice to CMU and no more than once per calendar year, to audit its usage of the SCAMPI trademark for compliance with the SCAMPI Standards and will reasonably cooperate with such audit, and such audits will be subject to any confidentiality obligations of CMU. If Company reasonably and in good faith determines that CMU's use of the SCAMPI trademark is not in compliance with the SCAMPI Standards, Company will provide written notice to CMU of its non-compliance ("Non-Compliance Notice"). If CMU does not cure such non-compliance within thirty (30) days of the issuance of the Non-Compliance Notice, or three (3) Non-Compliance Notices are issued to CMU, Company may terminate the SCAMPI License Back by providing written notice of such termination to CMU.

7. Warranties: Limitations on Liability

(a) Each party represents and warrants to the other that it has the corporate power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder.

(b) THE ASSIGNMENT OF IP AND ASSIGNMENT OF TRADEMARKS HEREUNDER IS MADE WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE ASSIGNED INTELLECTUAL PROPERTY OR THE CMMI TRADEMARKS. THE EXPRESS TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE

INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSES, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CMU DOES NOT MAKE ANY WARRANTY OF ANY KIND RELATING TO THE EXCLUSIVITY, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, FREEDOM FROM PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT AND/OR FREEDOM FROM THEFT OR TRADE SECRETS.

(c) UNDER NO CIRCUMSTANCES WILL CMU BE LIABLE HEREUNDER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT EVEN IF CMU HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. Notices and Other Communications. Any notice or other communication pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (b) if sent by reputable overnight air courier (such as Federal Express), one (1) business day after mailing; (c) if sent by facsimile transmission, with a copy mailed on the same day in the manner provided in (a) or (b) above, when transmitted and confirmation of transmission is received, or the next succeeding business day if

confirmation of transmission is not received on a business day; or (d) if otherwise actually personally delivered, when delivered, and shall be delivered as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

or to such other address or to such other person as a party hereto shall have last designated by notice to the other party hereto.

12. Miscellaneous

(a) Binding Effect: Assignment. This Agreement is binding upon the parties, their successors and permitted assigns. Neither this Agreement, nor any rights or obligations hereunder, may be assigned, pledged or encumbered by either party by contract, by operation of law, by sale of substantially all of its assets or otherwise, without the express prior written approval of the other party. CMU hereby expressly consents to the assignment, by the Company, of the Company's rights hereunder to the Purchaser or Information Systems Audit and Control Association, Inc., provided that the Company provides CMU with a written notice of the assignment, and the assignee assumes in writing the obligations of the Company hereunder.

(b) Effectuation of Assignment. CMU, for itself and its successors and assigns, covenants and agrees that it and its successors and assigns shall execute and deliver, or shall cause to be

executed and delivered, such other instruments of transfer and conveyance and other documents and take such other actions as the Company may reasonably request to vest in the Company and its successors and assigns the Assigned Intellectual Property and the CMMI Trademarks conveyed to the Company under this Agreement subject to the limitations herein.

(c) Governing Law; Venue. This Agreement will be construed, governed, interpreted, and applied in accordance with the laws of the Commonwealth of Pennsylvania, except the conflict of law provisions thereof. The parties hereby submit to the exclusive jurisdiction of and venue in the federal and state courts located in Allegheny County, Pennsylvania with respect to any and all disputes concerning the subject of, or arising out of, this Agreement. Each party hereby waives, and covenants that it will not assert, any right to trial by jury in any forum in respect of any issue, claim, demand, action or cause of action arising in whole or in part under, related to, based on or in connection with this Agreement or the subject matter hereof.

(d) Entire Agreement. This Agreement, together with the relevant portions of the CMU License referenced in Section 10 (which are incorporated herein by reference), sets forth the entire agreement and understanding of the parties related to the subject matter and may not be modified except through a duly executed amendment. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. This Agreement, along with any amendments hereto or thereto, to the extent signed in hard copy and then delivered by means of E-mail, a facsimile machine or other means of electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

(e) Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement will be determined to be invalid or unenforceable under any controlling body of law, such invalidity or non-enforceability will not in any way affect the validity or enforceability of the remaining provisions hereof.

(f) Interpretation. The captions contained in this Agreement are for convenience only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement. As used in this Agreement: (a) "or" is not exclusive; (b) "including" and its variants mean "including, without limitation" and its variants; (c) words defined in the singular have the parallel meaning in the plural and vice versa; (d) references to "written" or "in writing" include in visual electronic form; and (e) a reference to any person includes such person's successors and permitted assigns. The Exhibits to this Agreement are incorporated herein by reference and made a part hereof for all purposes.

[Remaining Page Left Intentionally Blank; Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first above written.

CLEARMODEL LLC

By: Kevin Bohne
Name: KEVIN BOHNE
Title: CEO

CARNEGIE MELLON UNIVERSITY

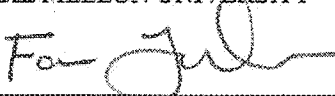
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first above written.


CLEARMODEL LLC

By: _____
Name: _____
Title: _____

CARNEGIE MELLON UNIVERSITY

By: 
Name: FARHAN JAHANIAN
Title: Provost

**SCHEDULE E
CMMI TRADEMARKS**

| Mark | Owner | Country and App./Reg. No. | Class | Date | Status |
|---|----------------------------|---------------------------|--|---------------|-------------------------------------|
| SCAMPI | Carnegie Mellon University | Unregistered | | | |
| CMM | Carnegie Mellon University | U.S. Reg. No. 2,086,683 | Class 42 -- computer consulting services, namely, providing assessment services to businesses and governmental agencies and units to determine their computer software development and design capabilities | Aug. 12, 1997 | Section 8 and 15 filed and accepted |
| Capability Maturity Model | Carnegie Mellon University | U.S. Reg. No. 2,193,783 | Class 16 -- printed publications, namely, instructional manuals, educational books and guide books concerning organizational software development and design capabilities Class 42 -- consulting services, namely, providing assessment services to businesses and governmental agencies and units to determine their computer software development and design capabilities | Oct. 6, 1998 | Section 8 and 15 filed and accepted |
| CMMI | Carnegie Mellon University | U.S. Reg. No. 2,594,896 | Class 16 -- Printed publications, namely, instructional manuals, books and guidelines concerning organizational development and design capabilities Class 42 -- Computer consultation services, namely, providing assessment services to business and governmental agencies and unites to determine their computer development and design capabilities | July 16, 2002 | Section 8 and 15 filed and accepted |
|  | Carnegie Mellon University | U.S. Reg. No. 2,656,288 | Class 16 -- Printed publications, namely, instructional manuals, books and guidelines concerning organizational development and design capabilities Class 42 -- Computer consultation services, namely, providing assessment services to business and governmental agencies and unites to determine their computer development and design capabilities | Dec. 3, 2002 | Section 8 and 15 filed and accepted |