

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428954

<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>
ThisData Limited		05/19/2017	Corporation: NEW ZEALAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ONELOGIN, INC.		
<b>Street Address:</b>	150 Spear Street		
<b>Internal Address:</b>	Suite 1400		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87098317	THISDATA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123553333		
<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>	2128138800		
<b>Email:</b>	NY-TM-Admin@goodwinprocter.com		
<b>Correspondent Name:</b>	GOODWIN/Janis Nici		
<b>Address Line 1:</b>	620 Eighth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Janis Nici		
<b>SIGNATURE:</b>	/janis nici/		
<b>DATE SIGNED:</b>	05/25/2017		
<b>Total Attachments: 8</b>			
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**THISDATA LIMITED**

**and**

**ONELOGIN, INC.**

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY**

**TRADE MARKS**

THIS DEED is made on 19 May 2017

**PARTIES**

- 1       **THISDATA LIMITED** (NZCN 5133181)(the **Assignor**)
  
- 2       **ONELOGIN, INC.** a Delaware corporation having its registered office at 150 Spear Street, Suite 1400, San Francisco, CA 94105 (the **Assignee**)

**RECITALS**

- A       The Assignor is the proprietor of certain trade mark registrations and applications as set out further in the schedule (the **Trade Marks**).
  
- B       Pursuant to the Agreement for Sale and Purchase of Business and Assets of the Assignor between the Assignor and the Assignee dated on or about the date of this deed (**Agreement**) the Assignor has agreed to assign to the Assignee the Trade Marks and all rights in and to the Trade Marks on the terms and conditions set out in this deed.

**COVENANTS**

- 1.       **Assignment:** On and from the date of this Deed, being the Completion Date under the Agreement (the **Completion Date**), the Assignor:
  - 1.1       Assigns, transfers, and sets over to the Assignee absolutely:
    - a)       its entire right, title, interest, and benefit, in and to the Trade Marks;
    - b)       all its rights, remedies and powers in relation to the Trade Marks; and
    - c)       the goodwill of the business concerned in the goods/services for which the Trade Marks are or may be registered in relation to those Trade Marks; and
  - 1.2       agrees to do all things necessary to effect transfer of ownership of the Trade Marks to the Assignee on the relevant trade marks registers.
  
- 2.       **Assignor to cease use:** The Assignor shall cease all use of the Trade Marks as and from the Completion Date.
  
- 3.       **Amendment:** This deed may only be varied or replaced by a document executed by the parties.
  
- 4.       **Further steps:** Each party must promptly do whatever the other party reasonably requires of it to give effect to this deed and to perform its obligations under it.
  
- 5.       **Delivery:** For the purposes of section 9 of the Property Law Act 2007, and without limiting any other mode of delivery, this deed will be delivered by each of the parties (each a **Delivering Party**) immediately on the earlier of:
  - 5.1       physical delivery of an original of this deed, executed by the relevant Delivering Party, into the custody of the other party or its solicitors; or

- 5.2 transmission of the relevant Delivering Party or its solicitors (or any other person authorised by the relevant Delivering Party) of a facsimile, photocopied, or scanned copy of an original of this deed, executed by the relevant Delivering Party, to the other party or its solicitors.
- 6. **Counterparts:** This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.
- 7. **Costs:** Except as expressly stated otherwise in this deed or the Agreement, each party shall pay its own legal and other costs and expenses of negotiating, preparing, and performing its obligations under this deed.
- 8. **Governing law and jurisdiction:** This deed is governed by and shall be construed in accordance with the law of New Zealand. Each party submits to the exclusive jurisdiction of the New Zealand courts for all purposes relating to this deed.

**Executed as a Deed**

SIGNED for and on )  
 behalf of )  
 ThisData Limited )


\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director (print)

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director (print)

SIGNED for and on behalf of:  
ONELOGIN, INC.

By:  \_\_\_\_\_

Name: Thomas Pedersen

Title: Chief Executive Officer

5.2 transmission of the relevant Delivering Party or its solicitors (or any other person authorised by the relevant Delivering Party) of a facsimile, photocopied, or scanned copy of an original of this deed, executed by the relevant Delivering Party, to the other party or its solicitors.

6. **Counterparts:** This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

7. **Costs:** Except as expressly stated otherwise in this deed or the Agreement, each party shall pay its own legal and other costs and expenses of negotiating, preparing, and performing its obligations under this deed.

8. **Governing law and jurisdiction:** This deed is governed by and shall be construed in accordance with the law of New Zealand. Each party submits to the exclusive jurisdiction of the New Zealand courts for all purposes relating to this deed.

**Executed as a Deed**

SIGNED for and on behalf of ThisData Limited ) ) )

DocuSigned by: Richard Chetwynd  
F9B554612C6A476...  
Signature of Director

Richard Chetwynd  
Name of Director (print)

DocuSigned by: Rory Cameron  
3EE161D6A2B7188...  
Signature of Director

Rory Cameron  
Name of Director (print)

SIGNED for and on behalf of: ONELOGIN, INC.


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE: TRADE MARKS

## New Zealand Trade Marks


No.	Registered Proprietor	Mark	Class		Registration/ protection Date
1035697	THISDATA LIMITED		9	Computer software; computer software applications; computer programs; computer software packages; computer software for business purposes; computer software for data protection, security, monitoring, surveillance, analysing, auditing and management purposes; computer software for back-up, recovery and retrievable purposes; computer software for application integration; computer software for application management; computer software for monitoring and identifying data anomalies and threat and risk detection.	05 Jan 2017
			35	Business management services; business administration services; data management services, including for others; aggregation of data; data analysis, including business data; data retrieval services; data verification services; information and data processing services; collection of data; data compilation services, including for others; data retrieval services; advisory, consultancy and information services relating to all of the aforesaid.	
			42	Software as a service (SaaS) services, including the provision of online software; hosting of software as a service (SaaS); online provision of web based software; cloud	

			<p>computing services; data security services; data protection services; monitoring of computer software and application use; surveillance of computer software and application use; monitoring and surveillance of computer networks and systems and their users; cloud data protection and security services; application management services; data governance services; data storage services; data back-up recovery services; threat and risk detection services in the nature of computer security and authentication services, including the provision of threat and risk alerts; detection of data anomalies and abnormal use; data mining services; auditing of computer systems and networks; provision of data, cloud computing usage and application usage; computer software and application integration services in this class; software design, updating and maintenance services; analysis of computer systems, networks and use of computer software; rental and leasing of computer software and applications; consultancy services in the field of information technology, cloud computing, computer systems, computer networks, computer software and applications; monitoring, administration and management of public and private cloud computing and application systems; advisory, consultancy and information services relating to all of the</p>	
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				aforesaid.	
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**United States Trade Mark Application**

No.	Registered Proprietor	Mark	Class		Registration/ protection Date
87098317	ThisData Limited	THISDATA  <b>ThisData</b>	9	Computer software; computer software applications; computer programs; computer software packages; computer software for business purposes; computer software for data protection, security, monitoring, surveillance, analysing, auditing and management purposes; computer software for back-up, recovery and retrievable purposes; computer software for application integration; computer software for application management; computer software for monitoring and identifying data anomalies and threat and risk detection	18 January 2016
			35	Business management services; business administration services; data management services, including for others; aggregation of data; data analysis, including business data; data retrieval services; data verification services; information and data processing services; collection of data; data compilation services, including for others; data retrieval services; advisory, consultancy and information services relating to all of the aforesaid.	
			42	Software as a service (SaaS) services, including the provision of online software; hosting of software as a service (SaaS); online provision of web based software; cloud computing services; data security services; data protection services; monitoring of computer software and application use; surveillance of computer software and application use; monitoring and surveillance of computer networks and systems and their users; cloud data protection and security	

				services; application management services; data governance services; data storage services; data back-up recovery services; threat and risk detection services in the nature of computer security and authentication services, including the provision of threat and risk alerts; detection of data anomalies and abnormal use; data mining services; auditing of computer systems and networks; provision of data, cloud computing usage and application usage; computer software and application integration services in this class; software design, updating and maintenance services; analysis of computer systems, networks and use of computer software; rental and leasing of computer software and applications; consultancy services in the field of information technology, cloud computing, computer systems, computer networks, computer software and applications; monitoring, administration and management of public and private cloud computing and application systems; advisory, consultancy and information services relating to all of the aforesaid.	
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