

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460488

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/10/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PassiveTotal, LLC		01/30/2018	Corporation:

RECEIVING PARTY DATA

Name:	RiskIQ, Inc.
Street Address:	22 Battery Street, 10th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4972447	PASSIVETOTAL
Registration Number:	4972448	TEAMSTREAM

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.

Email: trademarks@riskiq.net
Correspondent Name: Jonathan Matkowsky
Address Line 1: 22 Battery Street, 10th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Jonathan Matkowsky, VP - IP & Brand Secu
SIGNATURE:	/jdm/
DATE SIGNED:	02/01/2018

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated *nunc pro tunc* as of September 10, 2015, is made by PassiveTotal, LLC, a Delaware limited liability company, located at 12 Belleair Drive, Memphis, Tennessee 38104 ("**Assignor**"), in favor of RiskIQ, Inc., a Delaware corporation, located at 22 Battery Street, 10th Floor, San Francisco, California 94111 ("**Assignee**"), the purchaser of certain assets of Assignor pursuant to the Membership Interests Purchase Agreement, dated September 10, 2015, by and among RiskIQ, Inc.; PassiveTotal, LLC; Brandon Scott Dixon; and Stephen Edward Ginty between Assignee, on the one hand, and Assignor, on the other (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark application set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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, dilution, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the

execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

PASSIVETOTAL, LLC

By RiskIQ, Inc., as sole Managing Member

DocuSigned by:

Elias Manousos

Name: Elias Manousos, as its

Title: CEO

Address for Notices:

RiskIQ, Inc.

Attention: Legal

22 Battery Street, 10th Floor

San Francisco, CA 94111 USA

SCHEDULE 1**ASSIGNED TRADEMARKS****Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date
PASSIVETOTAL	US	4972447	06/07/2016
TEAMSTREAM	US	4972448	06/07/2016

Trademark Applications

Mark	Jurisdiction	Application Number	Filing Date
PASSIVETOTAL	EUPO	015273105	03/27/2016