

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dark Web ID, LLC		12/01/2015	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	The Winvale Group, LLC		
Street Address:	1012 14th Street NW		
Internal Address:	5th Floor		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20005		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5088588	DARK WEB ID	
CORRESPONDENCE DATA			
Fax Number:	4102342314		
<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:	4106596402		
Email:	trademark@wtplaw.com		
Correspondent Name:	Whiteford, Taylory & Preston, LLP		
Address Line 1:	Seven Saint Paul Street		
Address Line 4:	Baltimore, MARYLAND 21202-1636		
ATTORNEY DOCKET NUMBER:	095094.00001		
NAME OF SUBMITTER:	J. Hindah Weissbrot		
SIGNATURE:	/j. hindah weissbrot/		
DATE SIGNED:	11/26/2018		
Total Attachments: 6			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of December 1, 2015, by and between THE WINVALE GROUP, LLC, a Maryland limited liability company ("Purchaser") and DARK WEB ID, LLC, a Maryland limited liability company ("Seller").

WHEREAS, Seller is the sole owner of the Assets (as defined below) and goodwill related to its data and other enterprise threat intelligence services (the "Business");

WHEREAS, Purchaser wishes to purchase, and Seller desires to sell, all of the Assets and goodwill (the "Purchased Assets") related to the Business, all pursuant and subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed between Purchaser and Seller as follows:

1. Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.

"Assets" means all property and assets owned by Seller and used in the Business, of every kind and description, wherever located, including without limitation, all property, tangible or intangible, real, personal or mixed, accounts receivable, inventory, deposits on contractual obligations or otherwise, claims and rights under contracts, Seller's right to use the name "Dark Web ID" and any derivatives or combinations thereof, any logo or mark used by Seller, and all books and records of Seller relating to the Business, all as the same shall exist on the Effective Date, including, without limitation, Seller's rights to (a) that certain [REDACTED] Agreement (Reseller) effective [REDACTED], between [REDACTED] Corporation and the Seller, and any and all amendments thereto (the "[REDACTED] Agreement"), and (b) any customer contracts entered into between Seller and its customers.

"Assumed Liabilities" means all ordinary course contracts relating to the Business and its operations, including Seller's lease, service contracts, and license agreements, as identified in the Assignment and Assumption Agreement attached hereto as **Exhibit 2**.

"Effective Date" means December 1, 2015.

2. Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, on the Effective Date, Seller shall sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase from Seller good and marketable title to, the Purchased Assets, free and clear of all liens and encumbrances.

3. Consideration.

3.1. Purchase Price. In consideration of the purchase and sale contemplated hereby, Purchaser shall pay to Seller the following:

- (a) [REDACTED] (the "Closing Price"); and
- (b) The assumption of the Assumed Liabilities.

The price calculated pursuant to this Section 3.1 shall be referred to herein as the "Purchase Price."

3.2. Payment. The Purchase Price shall be payable as follows:

(a) The Closing Price shall be paid by electronic funds transfer or other immediately available funds at Closing;

(b) The Assumed Liabilities shall be satisfied by Purchaser and Seller's execution of the Assignment and Assumption Agreement attached hereto as **Exhibit 2**.

3.4. Liabilities. Notwithstanding any other provision of this Agreement, the Assumed Liabilities shall not include, and the Purchaser shall not assume or be liable for, any liabilities and obligations of Seller not expressly assumed in Section 3.1(c) (collectively, the "Excluded Liabilities").

4. Conditions to Closing; Closing Deliveries. The obligation of the parties to consummate the purchase of the Purchased Assets will be subject to the satisfaction of the following conditions and covenants:

4.1. Closing Deliveries. At or prior to the Closing, Seller and/or Purchaser, as appropriate, shall deliver, or cause to be delivered, the following items:

(a) Purchase Price. Purchaser shall have delivered the Purchase Price, in the manner set forth in Section 3.2.

(b) Bill of Sale. Seller shall execute and deliver to Purchaser a Bill of Sale in the form of **Exhibit 1** attached hereto.

(c) Resolutions. Seller shall deliver to Purchaser certified copies of the resolutions of its members authorizing the transactions contemplated herein.

4.2. No Injunction. The consummation of the transactions contemplated hereby shall not have been enjoined by any court of competent jurisdiction and no proceeding seeking such an injunction shall be pending.

5. Representations and Warranties of Seller. As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents and warrants to Purchaser and agrees as follows:

5.1 Authority of Seller. Seller has the full and unrestricted legal right, capacity and authority to execute, deliver and perform this Agreement, to consummate the transactions contemplated hereby and to comply with the terms, conditions and provisions hereof. This Agreement constitutes the legal, valid and binding agreement of Seller enforceable against Seller in accordance with its terms.

5.2 Title to Purchased Assets. Seller has the unrestricted right to use, and is the sole record and beneficial owner of all right, title and interest in and to the Purchased Assets, and such Purchased Assets are owned free from all liens and encumbrances. No person other than Seller owns, has any rights in, or claims any ownership of, any of the Purchased Assets. Transfer of the Purchased Assets pursuant to this Agreement will convey good and marketable title to such Purchased Assets to Purchaser, free and clear of all liens and encumbrances.

5.3 No Breach; Consents. The negotiation, execution, delivery and performance of this Agreement by Seller, and the consummation of the transactions contemplated hereby, (a) do not and will not conflict with or result in any breach of any of the provisions of, constitute a default under, result in a violation of, result in the creation of any lien, security interest, charge, encumbrance or other restriction upon the Purchased Assets under, or require any authorization, consent, approval, exemption or other action by or notice to any third party, under the provisions of the organizational documents of Seller or any material contract to which Seller is a party or under which its properties are bound, and (b) do not require any authorization, consent, approval, exemption or other action by or notice to any court or governmental body under any law, statute, rule, regulation or decree to which Seller is subject.

5.4. Litigation, Etc. There are no actions, suits, proceedings, orders, investigations or claims pending or threatened against either of the Seller at law or in equity, or before or by any governmental department, commission, board, bureau, agency or instrumentality, or any arbitration proceedings pending under collective bargaining agreements or otherwise, or which seek to prohibit, restrict or delay the consummation of transactions contemplated hereby or to limit in any manner the right of the Purchaser to control the Business after the Effective Date.

5.5. Compliance with Laws. Seller is not in violation of any law or any regulation or requirement which might be expected to have a material adverse effect upon its financial condition, operating results or business prospects, and Seller not has received notice of any such violation.

5.6. Licenses and Permits. All permits, licenses and franchises required to be held by the Seller in order to conduct the Business, or by the officers, employees or agents of the Seller, are in full force and effect.

6. Representations and Warranties of Purchaser. As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser hereby represents and warrants to Seller that Purchaser has the full and unrestricted legal right, capacity and authority to execute, deliver and perform this Agreement, to consummate the transactions contemplated hereby and to comply with the terms, conditions and provisions hereof. This Agreement constitutes the legal, valid and binding agreement of Purchaser enforceable against Purchaser in accordance with its terms.

7. Indemnification.

7.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Purchaser, its successors and permitted assigns, harmless from and against any and all losses whatsoever (including, without limitation, reasonable attorneys' fees) incurred by Purchaser in connection with, resulting from, or arising out of: (a) any misrepresentation or breach by Seller of any of its warranties, representations, covenants or agreements contained in this Agreement;

(b) any failure of Seller to perform any of its respective obligations in this Agreement; or (c) any liability, demand, action, cause of action, claim or damages (including, without limitation, attorneys' fees) relating to the Purchased Assets and attributable to periods before the Effective Date.

7.2 Indemnification by Purchaser. Purchaser agrees to indemnify, defend and hold Seller, its successors and permitted assigns, harmless from and against any and all losses whatsoever (including reasonable attorneys' fees) incurred by Seller in connection with, resulting from, or arising out of: (a) any misrepresentation or breach by Purchaser with respect to any of its warranties, representations, covenants or agreements in this Agreement; or (b) any failure of Purchaser to perform any of its obligations in this Agreement.

8. General Provisions.

8.1 Survival of Obligations. Except as otherwise expressed herein, all representations, warranties, covenants and obligations contained in this Agreement shall survive the consummation of the transaction contemplated by this Agreement and continue indefinitely thereafter. Time is of the essence in the performance of the terms and conditions of this Agreement.

8.2 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (i) when delivered, if delivered personally, (ii) when sent, if delivered by facsimile and the appropriate acknowledgment of receipt of such facsimile is received, or (iii) when received, if sent by registered or certified mail or by overnight courier.

8.3 Successors and Assigns. The rights of either party under this Agreement shall not be assignable by such party hereto prior to the Closing without the prior written consent of the other. Following the Closing, any party may assign any of its rights hereunder, but no such assignment shall relieve it of any of its obligations hereunder.

8.4 Entire Agreement; Amendments. This Agreement and the exhibits and schedules referred to herein and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the parties hereto. This Agreement shall not be amended, modified or supplemented except by written instrument signed by an authorized representative of each of the parties hereto.

8.5 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

8.6 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. This Agreement may be executed via facsimile and a facsimile copy of either party's signature shall be deemed and be enforceable as an original hereof.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to its conflicts of law principles.

8.8 Further Assurances. From time to time following the Closing, Seller shall execute and deliver, or cause to be executed and delivered, to Purchaser such other instruments of conveyance and transfer as Purchaser may reasonably request to more effectively convey and transfer to, and vest in, Purchaser and put Purchaser in possession of, any of the Purchased Assets conveyed hereunder. In the event that Purchaser is unable to obtain Seller's signature for, or Seller refuses to sign, such instruments, Seller hereby grants Purchaser power of attorney, having the full authority, and in place of Seller, from time to time in Purchaser's discretion to take any action and to execute any instrument which Purchaser may deem necessary or advisable to accomplish the purposes of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

THE WINVALE GROUP, LLC

By: _____

Printed Name: _____

DARK WEB ID, LLC

By: _____

Printed Name: _____

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