

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ziften Technologies, Inc.		06/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidelis (SVC) II, LLC		
Street Address:	4500 East West Highway		
Internal Address:	Suite 400		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4102436	ZIFTEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4803610473		
Email:	docketing@lkglobal.com		
Correspondent Name:	Jeffrey P. Thennisch		
Address Line 1:	7010 E. Cochise Road		
Address Line 4:	Scottsdale, ARIZONA 85253		
NAME OF SUBMITTER:	Jeffrey P. Thennisch		
SIGNATURE:	/Jeffrey P. Thennisch/		
DATE SIGNED:	09/21/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "**IP Assignment**"), dated as of June 30, 2020, is made by Ziften Technologies, Inc., a Delaware corporation ("**Seller**"), in favor of Fidelis (SVC) II, LLC, a Delaware limited liability company ("**Buyer**"). Capitalized terms used in this IP Assignment, but not otherwise defined herein, have the meanings ascribed thereto in the Purchase Agreement (as defined herein).

RECITALS:

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement (the "**Purchase Agreement**") dated of even date with the execution of this IP Assignment, pursuant to which Seller has agreed to sell, assign, convey, transfer and deliver the Purchased Assets to Buyer free and clear of all Liens, except as set forth in the Purchase Agreement; and

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright and exclusive copyright license set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(d) the domain names set forth on Schedule 4 hereto and all issuances, extensions, and renewals thereof (the "**Domain Names**");

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

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

(g) 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP and Domain Names. 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 IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP 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 IP 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 IP 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

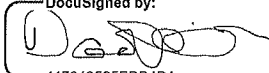
IN WITNESS WHEREOF, the parties have duly executed and delivered this Intellectual Property Assignment Agreement on date indicated below.

ZIFTEN TECHNOLOGIES, INC.

FIDELIS (SVC) II, LLC

By: Skyview Capital Group Management,
LLC, its Manager

By: Skyview Capital, LLC, its Manager

DocuSigned by:

By: _____
447843585ED94D1...

By: _____

Name: Dave Lin

Name: Alex Soltani

Title: Director and Authorized Signer

Title: Manager

Date: 30th June 2020

Date: _____

IN WITNESS WHEREOF, the parties have duly executed and delivered this Intellectual Property Assignment Agreement on date indicated below.


ZIFTEN TECHNOLOGIES, INC.

FIDELIS (SVC) II, LLC

By: Skyview Capital Group Management,
LLC, its Manager

By: Skyview Capital, LLC, its Manager

By: _____

By:  _____

Name: Dave Lin

Name: Alex Soltani

Title: Director and Authorized Signer

Title: Manager

Date: _____

Date: 30th June 2020

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
MONITORING COMPUTER PROCESS RESOURCE USAGE	US	9098333	8/4/15
MONITORING COMPUTER PROCESS RESOURCE USAGE	US	10003547	6/19/18
SUPPLEMENTING NETWORK FLOW ANALYSIS WITH ENDPOINT INFORMATION	US	10623424	4/14/20


Patent Applications (does not include expired applications)

Title	Jurisdiction	Application/ Publication Number	Filing Date
SUPPLEMENTING NETWORK FLOW ANALYSIS WITH ENDPOINT INFORMATION	US	15/352150	11/15/16
SUPPLEMENTING NETWORK FLOW ANALYSIS WITH ENDPOINT INFORMATION	CA	2958359	2/15/17
SUPPLEMENTING NETWORK FLOW ANALYSIS WITH ENDPOINT INFORMATION	US	Unfiled	Unfiled
DYNAMIC ASSESSMENT AND CONTROL OF SYSTEM ACTIVITY	US	15/802074	11/2/17
DYNAMIC ASSESSMENT AND CONTROL OF SYSTEM ACTIVITY	CA	2990910	1/3/18

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
	US	4,102,436	Feb. 21, 2012 Amended Jul. 11, 2017

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
None				

SCHEDULE 3

ASSIGNED COPYRIGHTS

Unregistered Copyrights in source code comprising the Company's products, including but not limited to:

- **Trade Secrets and Copyrights**
All trade secrets and copyrights associated with the Business.
- **Common Law Trademarks**
- **Training Documentation**
All training documentation solely dedicated to the products, including: product guides, recipes, administration guides, demonstrations, and demonstration scripts.
- **Technical Documentation**
All technical documentation solely dedicated to the products.
- **Customer-Related Documentation**
All customer-related data created solely by Passport with respect to the Company intellectual property, including such information regarding current customers and prospects as well as product pricing and collateral materials.

All customer-related data created solely by the Company with respect to the Company IP, including such information regarding current customers and prospects as well as Software pricing and collateral materials.

SCHEDULE 4
DOMAIN NAMES

www.ziften.com

{01542/0002/00252688.1}

RECORDED: 09/21/2020

TRADEMARK
REEL: 007057 FRAME: 0341