

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayshore Networks, Inc.		07/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OPSWAT INC.		
Street Address:	5650 Breckenridge Park Dr #201		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33610		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6087016	SCADAFUSE	
Registration Number:	4221535	BAYSHORE	
CORRESPONDENCE DATA			
Fax Number:	8584083570		
<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:	8584811883		
Email:	tsdr@mlo-ip.com		
Correspondent Name:	Gwenn Roos		
Address Line 1:	12707 High Bluff Drive, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	OPSWT013		
NAME OF SUBMITTER:	GWENN ROOS		
SIGNATURE:	/GWENN ROOS/		
DATE SIGNED:	07/14/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of July 9, 2021, is made by Bayshore Networks, Inc. ("**Seller**"), a Delaware Corporation, located at c/o Benhamou Global Ventures, 540 Cowper Street, Suite 100, Palo Alto, CA 94301, in favor of OPSWAT Inc. ("**Buyer**"), a Delaware Corporation, located at 5650 Breckenridge Park Dr #201, Tampa, FL 33610, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of July 8, 2021 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset 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, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees/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 in the United States and all foreign countries (the "**Patents**");

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

(c) 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;

(d) 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

(e) 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 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, 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 Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset 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. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

Bayshore Networks, Inc.

By: Kevin Senator

Name: Kevin Senator

Title: President & CEO

Address for Notices: As stated in the first paragraph of this IP Assignment

AGREED TO AND ACCEPTED:

OPSWAT Inc. DocuSigned by:

By: 

Name: Benny Czarny

Title: CEO

Address for Notices: As stated in the first paragraph of this IP Assignment

SCHEDULE 1**ASSIGNED PATENTS AND PATENT APPLICATIONS**

Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country	Property Type	Category Description
APPLICATION-AWARE FIREWALL SYSTEM AND METHOD	61/564,595	11/29/2011			Expired	United States of America	Patent	Provisional
FIREWALL APPARATUS, SYSTEMS, AND METHODS EMPLOYING DETECTION OF APPLICATION ANOMALIES	13/689,081	11/29/2012	8,893,253	11/18/2014	Registered	United States of America	Patent	Non-Provisional from Provisional
CONTENT-AWARE FIREWALLING, POLICY REGULATION, AND POLICY MANAGEMENT FOR INDUSTRIAL AUTOMATION, MACHINE-TO-MACHINE COMMUNICATIONS, AND EMBEDDED DEVICES	62/051,291	9/16/2014			Expired	United States of America	Patent	Provisional
CONTENT-AWARE FIREWALLING, POLICY REGULATION, AND POLICY MANAGEMENT FOR INDUSTRIAL AUTOMATION, MACHINE-TO-MACHINE COMMUNICATIONS, AND EMBEDDED DEVICES	14/856,549	9/16/2015			Abandoned	United States of America	Patent	Non-Provisional from Provisional

Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country	Property Type	Category Description
CONTENT-AWARE FIREWALLING, POLICY REGULATION, AND POLICY MANAGEMENT FOR INDUSTRIAL AUTOMATION, MACHINE-TO-MACHINE COMMUNICATIONS, AND EMBEDDED DEVICES	15/685,649	8/24/2017	10,075,415	9/11/2018	Registered	United States of America	Patent	Continuation
SYSTEM AND METHODS FOR AUTOMATED COMPUTER SECURITY POLICY GENERATION AND ANOMALY DETECTION	62/737,337	9/27/2018			Expired	United States of America	Patent	Provisional
CONTENT-AWARE FIREWALLING, POLICY REGULATION, AND POLICY MANAGEMENT FOR INDUSTRIAL AUTOMATION, MACHINE-TO-MACHINE COMMUNICATIONS, AND EMBEDDED DEVICES	16/126,401	9/10/2018	10,476,844	11/12/2019	Registered	United States of America	Patent	Continuation
SYSTEM AND METHODS FOR AUTOMATED COMPUTER SECURITY POLICY GENERATION AND ANOMALY DETECTION	PCT/US2019/053533	9/27/2019			Expired/ PCT Period Over	Patent Cooperation Treaty	Patent	National
UNIDIRECTIONAL GATEWAY MEDIATED DELIVERY OF DATA MESSAGES	63/032,962	6/1/2020			Expired	United States of America	Patent	Provisional

Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country	Property Type	Category Description
UNIDIRECTIONAL GATEWAY MEDIATED MULTIPLEXING OF CONCURRENT DATA MESSAGE STREAMS	63/032,966	6/1/2020			Expired	United States of America	Patent	Provisional
SYSTEM AND METHODS FOR AUTOMATED COMPUTER SECURITY POLICY GENERATION AND ANOMALY DETECTION	19866447.6	9/27/2019			Exam Requested	European Patent Office	Patent	PCT National Phase
SYSTEM AND METHODS FOR AUTOMATED COMPUTER SECURITY POLICY GENERATION AND ANOMALY DETECTION	202117010269	9/27/2019			Published	India	Patent	PCT National Phase
SYSTEM AND METHODS FOR AUTOMATED COMPUTER SECURITY POLICY GENERATION AND ANOMALY DETECTION	11202102091Q	9/27/2019			Application Filed	Singapore	Patent	Normal via PCT National Phase
SYSTEM AND METHODS FOR AUTOMATED COMPUTER SECURITY POLICY GENERATION AND ANOMALY DETECTION	17/190,687	3/3/2021			Published	United States of America	Patent	Continuation
UNIDIRECTIONAL GATEWAY MEDIATED DELIVERY OF DATA MESSAGES	PCT/US2021/034725	5/28/2021			Application Filed	Patent Cooperation Treaty	Patent	National

Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country	Property Type	Category Description
UNIDIRECTIONAL GATEWAY MEDIATED MULTIPLEXING OF CONCURRENT DATA MESSAGE STREAMS	PCT/US2021/034815	5/28/2021			Application Filed	Patent Cooperation Treaty	Patent	National

SCHEDULE 2**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

MARK	COUNTRY	APP./REG. NO.	GOODS/SERVICES	FILING/REG DATE	STATUS
BAYSHORE	United States	Application No. 85553644 Registration No. 4221535	Class 09: Computer security software	Filed Feb-27-2012 Registered Oct-09-2012	Registered
SCADAFUSE	United States	Application No. 88510144 Registration No. 6087016	Class 09: Computer hardware and downloadable and recorded software for network security	Filed Jul-11-2019 Registered Jun-23-2020	Registered
SCADAFUSE	European Union (via Madrid Protocol)	Application No. 1535608 Registration No. 1535608	Class 09: Computer hardware and downloadable and recorded software for network security	Filed Jan-04-2020 Registered Oct-29-2020	Registered
SCADAFUSE	Madrid Protocol Designated Jurisdictions European Union, Japan, Singapore, and United Kingdom	Application No. 1535608 Registration No. 1535608	Class 09: Computer hardware and downloadable and recorded software for network security	Filed Jan-04-2020 Registered Jan-04-2020	Registered
SCADAFUSE	United Kingdom (via Madrid Protocol)	Application No. 1535608 Registration No. 1535608	Class 09: Computer hardware and downloadable and recorded software for network security	Filed Jan-04-2020 Registered Sep-11-2020	Registered
SCADAFUSE	United Kingdom	Application No. 1535608 Registration No. UK00801535608	Class 09: Computer hardware and downloadable and recorded software for network security	Filed Jan-04-2020 Registered Oct-29-2020	Registered
SCADAFUSE	Japan (via Madrid Protocol)	Application No. 1535608 Registration No. 1535608	Class 09: Computer hardware and downloadable and recorded software for network security	Filed Jan-04-2020 Registered July-01-2021	Registered