ETAS ID: TM726549

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

TRADEMARK ASSIGNMENT COVER SHEET

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
e Torch Inc. (d/b/a Message Control)		12/18/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Mimecast North America, Inc.	
Street Address:	191 Spring Street	
City:	Lexington	
State/Country:	MASSACHUSETTS	
Postal Code:	02421	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6088870	MESSAGECONTROL
Registration Number:	6088869	CODEBREAKER
Registration Number:	5976840	SILENCER
Registration Number:	5149823	MAILCONTROL

CORRESPONDENCE DATA

Fax Number: 6173109401

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.

Phone: 6174392401

Email: rsanft@nutter.com **Correspondent Name:** Mark Leonardo

Address Line 1: 155 Seaport Boulevard

Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:	Mark Leonardo
SIGNATURE:	/Mark Leonardo/
DATE SIGNED:	05/09/2022

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter referred to as "Assignment") between eTorch Inc. (d/b/a MessageControl), a Delaware corporation, having a place of business at 225 West Washington, Suite 1150, Chicago, IL 60606 (hereinafter referred to as "Assignor"), and Mimecast North America, Inc., a Delaware corporation, having a place of business at 191 Spring Street, Lexington, MA 02421 (hereinafter referred to as "Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, Assignor agrees to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's rights, title and interest in and to the trademark applications and trademark registrations identified and set forth on <u>Schedule A</u> attached hereto, and all goodwill associated with the foregoing (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignor wishes to confirm Assignee's ownership of the Assigned Trademarks and assign to Assignee all worldwide right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby agree as follows:

- 1. Assignment of Assigned Trademarks. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide rights, title and interest Assignor holds, or may hold, in and to the Assigned Trademarks, including the goodwill of the business in connection with which said marks are used and which is symbolized by said marks, together with all rights derived therefrom and any registrations and applications therefor, including, without limitation, statutory, common law and contractual rights, in, to and under the Assigned Trademarks that are or may be secured under the laws of the United States, any multi-national trademark authority or any foreign country, now or hereafter arising or in effect, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and in and to all rights to collect income, royalties, damages and payments in connection with any of the foregoing, including, without limitation, in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
- 2. <u>Recordation of Assignment</u>. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.

Trademark Assignment Execution Copy

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- 3. <u>Further Assistance</u>. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request to effectuate and implement this Assignment.
- 4. <u>Counterparts</u>. This Assignment may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date below by their respective officers thereunto duly authorized.

ASSIGNOR

eTorch Inc. (d/b/a Message Control)

By Robert P. Nault

Name: OF ROBERT P. Nault Title: Secretary

Date: 12-18-2020

ASSIGNEE

Mimecast North America, Inc.

By Robert P. Naudt

Name: Robert P. Nault

Title: Secretary
Date: 12-18-2020

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