

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900700302		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CyberGuard Compliance, LLP		06/11/2022	Limited Liability Partnership:
RECEIVING PARTY DATA			
Name:	CyberGuard Solutions, LLC		
Street Address:	c/o Atlantic Street Capital		
Internal Address:	477 Madison Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97175984	COMPLYGUARD	
Registration Number:	5564151	CG ISO 27001 CERTIFIED CYBERGUARD COMPLI	
CORRESPONDENCE DATA			
Fax Number:	2127158100		
<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:	212-715-9100		
Email:	dtorniali@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	069856-00054		
NAME OF SUBMITTER:	Diane Torniali		
SIGNATURE:	/Diane Torniali/		
DATE SIGNED:	08/18/2022		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “Agreement”) is made as of June 11, 2022 by and between CyberGuard Compliance, LLP, a Nevada limited liability partnership (“Assignor”), and CyberGuard Solutions, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor is the owner of all rights, title and interests in, to and under the trademarks set forth on Schedule A attached hereto (the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks.

WHEREAS, in connection with a reorganization, Assignor desires to assign to Assignee, Assignee desires to acquire from Assignor, all of Assignor’s rights, title and interests in and to the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained herein, Assignor and Assignee agree as follows:

1. **Assignment**: Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor’s rights, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, all rights to petition, sue or otherwise seek and recover damages, profits and any other remedy for any past, present or future infringements, misappropriations or other violation of the Trademarks, and any priority right that may arise from the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as said right, title and interest could have been held and enjoyed by Assignor had this sale, assignment, transfer conveyance and deliverance not been made.

2. **Recording**. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the “PTO”) or other governing authority, and the parties hereby authorize the PTO or other such governing authority to record this Agreement.

3. **Further Assurances**. From and after the date of this Agreement, Assignor shall execute such documents and take such further actions as may be reasonably required and requested in writing by Assignee, at Assignee’s cost, to carry out the provisions of this Agreement and the transactions contemplated hereby. Assignor hereby authorizes and requests the PTO and any other applicable governmental entities or registrar to record and register Assignee as the owner of all Trademarks, and to issue all Trademarks to Assignee as assignee of all of Assignor’s right, title and interest in and to all Trademarks. Assignee shall have the right to record all such assignments with all applicable governmental entities and registrars so as to perfect ownership of all Trademarks throughout the world.

4. **Counterparts; Facsimile Signatures.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of the same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.

5. **Governing Law.** This Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the Laws of the State of Delaware (without regard to its principles of conflict of laws).

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

CyberGuard Compliance, LLP

By: James P. Jimenez
Name: James P. Jimenez
Title: President

ASSIGNEE:

CyberGuard Solutions, LLC

By: _____
Name: Timothy P. Roncevich
Title: Secretary & Treasurer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

CyberGuard Compliance, LLP

By: _____

Name: James P. Jimenez

Title: President

ASSIGNEE:

CyberGuard Solutions, LLC


Timothy P. Roncevich

By: _____

Name: Timothy P. Roncevich

Title: Secretary & Treasurer

Schedule A
Trademarks

Jurisdiction	Mark	Registration Number Registration Date	Owner of Record	Serial No. Filing Date
United States	COMPLYGUARD	N/A	CyberGuard Compliance, LLP	97175984 December 16, 2021
United States	CG ISO 27001 CERTIFIED CYBERGUARD COMPLIANCE 	5564151 September 18, 2018	CyberGuard Compliance, LLP	87709477 December 5, 2017