

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4546487

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FIREBLADE LTD.	04/05/2016
RECEIVING PARTY DATA		
Name:	FIREBLADE HOLDINGS, LLC	
Street Address:	200 CRESCENT COURT	
Internal Address:	SUITE 1801	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75201	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15292723
CORRESPONDENCE DATA		
Fax Number:	(202)737-3528	
<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:	2026285197	
Email:	ering@browdyneimark.com	
Correspondent Name:	BROWDY AND NEIMARK, PLLC	
Address Line 1:	1625 K STREET, N.W.	
Address Line 2:	SUITE 1100	
Address Line 4:	WASHINGTON, D.C. 20006	
ATTORNEY DOCKET NUMBER:	RAPAPORT2A	
NAME OF SUBMITTER:	ERIN D. GERAGHTY	
SIGNATURE:	/Erin D. Geraghty/	
DATE SIGNED:	08/11/2017	
Total Attachments: 7		
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Agreement") is made and entered into as of April 5, 2016, by and between Fireblade Ltd., an Israeli limited private company (the "Seller") and Fireblade Holdings, LLC, a Delaware limited liability company (the "Purchaser").

WHEREAS, the Seller, the Purchaser, StackPath Ltd., an Israeli limited private company (the "Israeli Purchaser") and the shareholders of the Seller listed on Annex II thereto are parties to that certain Asset Purchase and Contribution Agreement (the "Asset Purchase Agreement"), dated as of April 5, 2016, pursuant to which (i) the Purchaser will acquire from the Seller and the Seller will sell and assign to the Purchaser the Sale Portion, and Seller will contribute and assign to the Purchaser the Contributed Assets, and (ii) the Israeli Purchaser will acquire from the Seller and the Seller will sell and assign to the Israeli Purchaser a one hundred percent (100%) undivided interest in the Israeli Acquired Assets; and

WHEREAS, this Agreement is being delivered pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, Seller is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to trademark-related Intellectual Property and goodwill of the business connected with the use of the trademark-related Intellectual Property that constitutes a portion of the Assets, which intellectual property is more particularly described in Exhibit A annexed hereto (the "Trademark-Related Intellectual Property");

WHEREAS, Seller is the owner of the entire right, title, interest, benefits and privileges in and to the Intellectual Property, including copyrights, domain names and patents, that is not included as the Trademark-Related Intellectual Property and that constitutes a portion of the Assets, which Intellectual Property is more particularly described in Exhibit A annexed hereto (the "General Intellectual Property");

WHEREAS, pursuant to the Asset Purchase Agreement, Seller wishes to assign to Purchaser the Seller's entire right, title, interest, benefits, privileges and goodwill in and to the Trademark-Related Intellectual Property, the General Intellectual Property and to all Intellectual Property Rights as defined in Article 1 of the Asset Purchase Agreement; and

WHEREAS, Purchaser is desirous of acquiring Seller's entire right, title, interest, benefits and privileges and goodwill in and to the Trademark-Related Intellectual Property, the General Intellectual Property and to all Intellectual Property Rights as defined in Article 1 of the Asset Purchase Agreement.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained herein, and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms**. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

2. **Assignment and Acceptance**. Effective as of the Closing, Seller hereby unconditionally and irrevocably grants, bargains, sells, assigns, transfers and sets over (collectively, the "Assignment") to Purchaser all of the rights, titles and interest, legal or equitable, in and to the Intellectual Property Rights, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Purchaser's own use and enjoyment, and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Agreement had not been made, together with all payments due or payable as of the Closing Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the foregoing Intellectual Property Rights, with the right to sue for, and collect the same for Purchaser's own use and enjoyment and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives, and Purchaser hereby accepts the Assignment.

(a) **Trademark-Related Intellectual Property Assignment.** Seller hereby sells, assigns, transfers and sets over to Purchaser, its successors, assigns and legal representatives, Seller's entire right, title, interest, benefits, privileges and goodwill associated with and symbolized by the Trademark-Related Intellectual Property and goodwill of the business associated with the Trademark-Related Intellectual Property, including, but not limited to, United States and foreign, federal and state registered and common law trademarks, service marks and trade dress, registrations for trademarks, service marks and trade dress and applications for trademarks, service marks and trade dress, including international and regional applications, including, without limitation, the right to sue any third parties for any past infringement of the Trademark-Related Intellectual Property or otherwise enforce or exploit the Trademark-Related Intellectual Property, the right to renew any registrations, the right to apply for trademark, service mark or trade dress registrations within or outside the United States based in whole or in part upon the trademarks, service marks and trade dress, and any priority right that may arise from the trademarks, service marks and trade dress.

(b) **General Intellectual Property and Intellectual Property Assignment.** Seller hereby sells, assigns, transfers and sets over to Purchaser, its successors, assigns and legal representatives, its entire right, title, interest, benefits, privileges and goodwill in and throughout the United States of America (including its territories and dependencies) and all countries and jurisdictions foreign thereto in and to said General Intellectual Property and to all Intellectual Property Rights of the Seller.

3. **Warranty of Title.** Seller warrants title to the Intellectual Property Rights as set forth in the Asset Purchase Agreement.

4. **Terms of the Asset Purchase Agreement.** The terms of the Asset Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property, are incorporated herein by this reference. The Seller acknowledges and agrees that 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.

5. **Further Actions.** Each of the parties hereto covenants and agrees to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

6. **Miscellaneous.**

(a) **Effectiveness.** This Agreement is being entered into in connection with the Asset Purchase Agreement. This Agreement shall become automatically effective without any further action of the parties upon, and only upon, the closing of the transactions as contemplated by the Asset Purchase Agreement. In the event the Closing of the transactions contemplated by the Asset Purchase Agreement is not consummated and the Asset Purchase Agreement is terminated, this Agreement shall become null and void and of no further force and effect.

(b) **Headings.** The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Israel.

(d) **Assignability.** Neither the rights nor the obligations of any party to this Agreement may be transferred or assigned, provided that (i) the Purchaser may assign its rights under this Agreement to any affiliate and (ii) Purchaser may assign its interest in this Agreement to any lender providing financing to Purchaser for collateral security purposes. Any other purported assignment of this Agreement or any of the rights and obligations hereunder shall be null, void and of no effect.

(e) **Binding Effect; Third Party Beneficiaries.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and, if applicable, permitted assigns. Each party intends that this Agreement shall not benefit or create any right or cause of action in any Person other than the parties hereto.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original but when taken together shall constitute but one instrument.

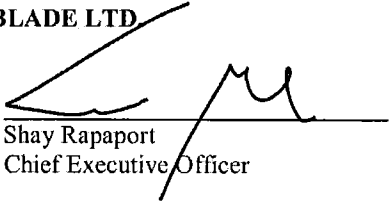
(g) **Amendments.** This Agreement may be amended, modified or waived only by a written agreement signed by the Seller and the Purchaser. With regard to any power, remedy or right provided in this Agreement or otherwise available to any party, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

SELLER:

FIREBLADE LTD

By: 
Name: Shay Rapaport
Title: Chief Executive Officer

PURCHASER:

FIREBLADE HOLDINGS, LLC

By: _____
Name: Lance Crosby
Title: President

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

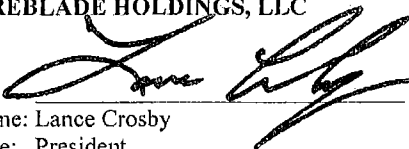
SELLER:

FIREBLADE LTD.

By: _____
Name: Shay Rapaport
Title: Chief Executive Officer

PURCHASER:

FIREBLADE HOLDINGS, LLC

By: 
Name: Lance Crosby
Title: President

[Signature Page to Intellectual Property Assignment]

Exhibit A**INTELLECTUAL PROPERTY****TRADEMARK-RELATED INTELLECTUAL PROPERTY****Unregistered Trademarks and Trade Names:**

[FIREBLADE]

OWNER	COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
Fireblade Ltd.	IL	FIREBLADE	258219	8/12/2013	n/a	n/a	Pending

GENERAL INTELLECTUAL PROPERTY**General**

[Seller's Web Security and Behavioral WAF software]

Unregistered Copyrights in the United States:

[None]

Domain Names:

DOMAIN NAME	REGISTRANT	EXPIRATION DATE
fireblade.com	Fireblade Ltd.	2/15/2016
siteblackbox.com	Registration Private	8/8/2016
yellowmockup.com	Shay Rapaport	1/3/2016 – renewal not verified
bookmarkscreens.com	Shay Rapaport	4/13/2016
fbcloud-ga.net	Registration Private	10/8/2016
sbbcloud.info	Registration Private	11/12/2016
northphiltimes.com	Namecheap.com	3/26/2016

Issued, Abandoned and Expired Patents:

OWNER	COUNTRY	TITLE	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
Fireblade Ltd.	US	Identifying bots	13/376,413	12/6/2011	n/a	n/a	Pending (Issue fee paid on 12/21/2015)
Unable to verify (not published)	US	Identifying bots	14/987,823	1/5/2016	n/a	n/a	Pending (not yet published)
Site Black Box Ltd.	PCT	Identifying bots	PCT/IB10/52588 (Pub. WO2010/143152)	6/10/2010	n/a	n/a	Expired – National Phase entered

EXECUTION VERSION

OWNER	COUNTRY	TITLE	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
Site Black Box Ltd.	AU	Identifying bots	20100258278	6/10/2010	n/a	n/a	Lapsed
Site Black Box Ltd.	CA	Identifying bots	2764815	6/10/2010	n/a	n/a	Lapsed
Fireblade Ltd.	DE	Identifying bots	20101102445	6/10/2010	n/a	n/a	Withdrawn on 1/1/2016
Fireblade Ltd.	US	Distinguish valid users from bots, OCRs and third party solvers when presenting CAPTCHA	13/984,647	3/27/2014	n/a	n/a	Pending
Site Black Box Ltd.	PCT	Distinguish valid users from bots, OCRs and third party solvers when presenting CAPTCHA	PCT/IB12/50551 (Pub. WO2012/107879)	2/7/2012	n/a	n/a	Expired – National Phase entered
Fireblade Ltd.	EP	Distinguish valid users from bots, OCRs and third party solvers when presenting CAPTCHA	12744330.7 (Pub. 2673708)	2/7/2012	n/a	n/a	Pending
Fireblade Ltd.	US	Centralized device reputation center	14/399,226	11/6/2014	n/a	n/a	Pending
Site Black Box Ltd.	PCT	Centralized device reputation center	PCT/IL13/50394 (Pub. WO2013/168158)	5/8/2013	n/a	n/a	Expired – National Phase entered
Fireblade Ltd.	EP	Centralized device reputation center	13788198.3 (Pub. 2847680)	5/8/2013	n/a	n/a	Pending

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RECORDED: 08/23/2016

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