

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5053489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CLICK SECURITY, INC.	04/13/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ALERT LOGIC, INC.
<b>Street Address:</b>	1776 YORKTOWN STREET #150
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77056
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13843414
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(512)213-1120
<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>	
<b>Phone:</b>	5122130207
<b>Email:</b>	ppepitone@atxiplaw.com
<b>Correspondent Name:</b>	ZAGORIN CAVE LLP
<b>Address Line 1:</b>	4101 PARKSTONE HEIGHTS DRIVE
<b>Address Line 2:</b>	SUITE 350
<b>Address Line 4:</b>	AUSTIN, TEXAS 78746
<b>ATTORNEY DOCKET NUMBER:</b>	CLICK-005
<b>NAME OF SUBMITTER:</b>	PEGGY S. PEPITONE
<b>SIGNATURE:</b>	/Peggy S. Pepitone/
<b>DATE SIGNED:</b>	07/17/2018
<b>Total Attachments: 8</b>	
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Assignment"), dated as of April 13, 2016, is entered into by and among Click Security, Inc., a Delaware corporation (the "Assignor"), and Alert Logic, Inc., a Delaware corporation (the "Assignee"). The Assignor and the Assignee are each referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

### RECITALS

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, and the Shareholders (the "Purchase Agreement");

**WHEREAS**, Assignor is the exclusive owner of all right, title and interest in and to the Assigned Intellectual Property, including, the Assigned Intellectual Property described in Schedules A-C attached hereto; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to assign the Assigned Intellectual Property included in the Assets to Assignee and Assignee has agreed to accept such assignment.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Assigned Intellectual Property included in the Assets, free and clear of all Encumbrances other than Permitted Exceptions (as applicable), relating to or arising out of the Assigned Intellectual Property included in the Assets, including, without limitation, any and all patents, trademarks, trade secrets, and copyrights therein, with all of the goodwill appertaining thereto.

2. Assignor hereby assigns all of the following attendant to the Assigned Intellectual Property:

- (a) all Patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, revision, extension or reexamination thereof, including the Patents and patent applications listed in Schedule A;
- (b) all trademark, service marks, trade dress, slogans, logos, trade names, corporate names and Internet domain names and uniform resource locators, together with all goodwill associated therewith, including the use of the current corporate name and all translations, adaptations, derivations and combinations of the foregoing, including the trademarks and service marks listed in Schedule B;

- (c) all copyrights and copyrightable works (collectively, the “Works”), rights in databases and data collections, and website content, including the copyrights listed in Schedule C;
- (d) all trade secrets and confidential business information (including, without limitation, databases, ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, sales and promotional literature, and customer and supplier lists and related information);
- (e) all computer software and websites (including, without limitation, source code and object code and any data and related documentation);
- (f) all other intellectual or industrial property rights and foreign equivalent or counterpart rights and forms of protection of a similar or analogous nature to any of the foregoing or having similar effect in any jurisdiction throughout the world;
- (g) all registrations and applications for registration of any of the foregoing, including any renewals, extensions, continuations (in whole or in part), divisionals, re-examinations or reissues or equivalent or counterpart thereof;
- (h) all income, royalties, damages and payments due or payable as of the Closing or thereafter (including, without limitation, damages and payments for past, present or future infringements, misappropriations or other violations thereof) and the rights to sue and collect damages for past, present or future infringements, misappropriations or other violations thereof, and any corresponding equivalent or counterpart rights, title or interest that now exist or may be secured hereafter anywhere in the world; and
- (i) all copies and tangible embodiments of the foregoing (in whatever form or medium).

3. Assignor agrees to, at Assignee’s request and expense, execute, acknowledge, and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as Assignee may reasonably request in order to carry out the transfer of the Assigned Intellectual Property, as applicable, conveyed herein.

4. This Assignment is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference, and Assignor acknowledges and agrees that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. If any provision of this Assignment, or the application of such provision to any person or circumstance, shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

5. This Assignment may be executed in two or more counterparts and may be delivered by facsimile, .pdf or other electronic submission, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to rules governing the conflict of laws.

7. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns under the Purchase Agreement. This Assignment may not otherwise be assigned by any party hereto without the prior written consent of the other party hereto except as and to the extent the Purchase Agreement may be assigned in accordance with its terms. Further, nothing set forth herein shall be deemed to constitute any person or entity as a third party beneficiary of this Assignment.

8. This Assignment may not be amended or modified except by an instrument in writing signed by Assignee and Assignor.

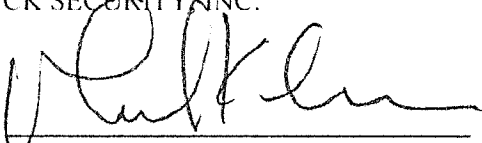
9. For purposes of this Assignment, except as otherwise expressly provided or unless the context otherwise requires: (a) the use of the singular form includes the plural, and the use of the plural form includes the singular; (b) the use of any gender herein shall be deemed to include the other gender; (c) the captions used in this Assignment are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Assignment or any provision hereof; (d) the words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Assignment as a whole and not to any particular provision; (e) the term “include” or “including” shall mean without limitation by reason of enumeration; (f) any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder; (g) references to a statute shall refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time; and (h) any reference to a document or set of documents in this Assignment, and the rights and obligations of the parties under any such documents, shall mean such document or documents as amended from time to time, and any and all modifications, extensions, renewals, substitutions or replacements thereof.

*[SIGNATURES APPEAR ON NEXT PAGE]*

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

**ASSIGNOR:**

CLICK SECURITY, INC.

By: 

Name: MICHAEL CROWNO  
Title: PRESIDENT & CEO

**ASSIGNEE:**

ALERT LOGIC, INC.

By: \_\_\_\_\_

Name:  
Title:

*[Signature Page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

**ASSIGNOR:**

CLICK SECURITY, INC.

By: \_\_\_\_\_

Name:

Title:

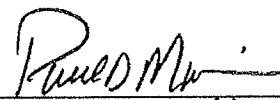
**ASSIGNEE:**

ALERT LOGIC, INC.

By: \_\_\_\_\_

Name:

Title:



Paul D. Marvin

CFO

*[Signature Page to Intellectual Property Assignment Agreement]*

**Schedule A**

**Patents**

**Registered Patents**

U.S. Patent No. 8,973,132  
U.S. Patent No. 8,973,141  
U.S. Patent No. 8,984,633  
U.S. Patent No. 9,071,637  
U.S. Patent No. 9,306,947

**Pending Patent Applications**

U.S. Application Number 14/633,925  
U.S. Application Number 15/054,488



**Schedule B**

**Trademarks and Service marks**

**Registered Trademarks**

*U.S:* Click Security  
Click Security and Design:



*European Union:* Click Security  
*Japan:* Click Security  
*Brazil:* Click Security

**Trademarks in Application Stage**

*Canada:* Click Security

**Schedule C**

**Copyrights**