#### 12/12/2018 505233597

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5280367

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
CENTRIFY CORPORATION	08/15/2018

### **RECEIVING PARTY DATA**

Name:	APPS & ENDPOINT COMPANY, LLC		
Street Address:	1209 ORANGE STREET		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number
Application Number:	15240962
Application Number:	15703943
Application Number:	15785430
Application Number:	15940967

#### CORRESPONDENCE DATA

Fax Number: (310)820-5988

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: 404-872-7000

Email: BSTZFIPGroup@wbd-us.com, nedy.calderon@wbd-us.com

WOMBLE BOND DICKINSON (US) LLP ATTN: IP **Correspondent Name:** 

Address Line 1: P.O. BOX 7037

Address Line 4: ATLANTA, GEORGIA 30357-0037

ATTORNEY DOCKET NUMBER:	106058G001
NAME OF SUBMITTER:	ERIC S HYMAN
SIGNATURE:	/eric s hyman/
DATE SIGNED:	12/12/2018

## **Total Attachments: 5**

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#### PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is entered into as of August 15, 2018 (the "Effective Date"), by and between Centrify Corporation, a Delaware corporation, with a registered office at 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 ("Assignor") and Apps & Endpoint Company, LLC, a Delaware limited liability company, with a registered office at 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 ("Assignee"). Assignor, on the one hand, and Assignee on the other hand, may each individually be referred to as a "Party" and together as the "Parties."

WHEREAS, Project Century Merger Sub, Inc., Assignor and Assignee are parties to that certain Business Purchase Agreement dated as of August 13, 2018 (as amended, the "Business Purchase Agreement") pursuant to which Assignor agreed to sell certain assets Assignee; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the patents and patent applications set forth on <u>Schedule A</u> attached hereto (the "Transferred Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Transferred Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Transferred Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents, to assist Assignee in obtaining, perfecting, sustaining, defending and/or enforcing the Transferred Patents. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and

other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Transferred Patents.

Except as expressly provided in the Business Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Transferred Patents. This Assignment is intended to implement the provisions of the Business Purchase Agreement, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party thereunder. To the extent that any provision of this Assignment is inconsistent or conflicts with the Business Purchase Agreement, the provisions of the Business Purchase Agreement shall control. The Parties may execute this Assignment in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile or PDF signature and such facsimile or PDF signature shall be deemed an original. The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date by their duly-authorized representatives.

**Centrify Corporation** 

Name: Tim Stemkopf

Title: President

REEL: 047759 FRAME: 0075

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date by their duly-authorized representatives.

Apps & Endpoint Company, LLC

By: <u>L/Ly</u> Nama: Danw

Title: President

# Schedule A

# **Transferred Patents**

JURISDICTION	TITLE	FILING DATE	APPLICATION NO.	STATUS
USA	ZERO SIGN-ON USING A WEB BROWSER	8/18/16	15/240,962	Pending
USA	METHOD AND APPARATUS FOR NETWORK FRAUD DETECTION AND REMEDIATION THROUGH ANALYTICS	9/13/17	15/703,943	Pending
USA	RISK ASSESSMENT FOR NETWORK ACCESS CONTROL THROUGH DATA ANALYTICS	10/17/17	15/785,430	Pending
USA	SYSTEMS AND METHODS FOR ADAPTIVE DATA COLLECTION USING ANALYTICS AGENTS	03/30/18	15/940967	Pending
USA	METHOD AND APPARATUS FOR DATA LOSS PREVENTION THROUGH FILE COMPARTMENTALIZATION	12/21/17	62/608,572	Pending

**RECORDED: 12/12/2018**