

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5657118

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DAMBALLA, INC.	02/07/2019
RECEIVING PARTY DATA		
Name:	HELP/SYSTEMS, LLC	
Street Address:	6455 CITY WEST PARKWAY	
City:	EDEN PRAIRIE	
State/Country:	MINNESOTA	
Postal Code:	55344	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	9306969	
CORRESPONDENCE DATA		
Fax Number:		
<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:	6124927000	
Email:	ip@fredlaw.com, mmoores@fredlaw.com	
Correspondent Name:	RYAN M. SPANHEIMER	
Address Line 1:	FREDRIKSON & BYRON P.A.	
Address Line 2:	200 SOUTH SIXTH STREET SUITE 4000	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-1425	
ATTORNEY DOCKET NUMBER:	51940.29.117.5	
NAME OF SUBMITTER:	RYAN M. SPANHEIMER	
SIGNATURE:	/Ryan M. Spanheimer/	
DATE SIGNED:	08/07/2019	
Total Attachments: 8		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is made as of February 7, 2019 by Damballa, Inc., a Delaware corporation ("Assignor"), in favor of Help/Systems, LLC, a Delaware limited liability company ("Assignee").

Assignor and Assignee are parties to the Asset Purchase Agreement dated as of the same date hereof (the "Purchase Agreement"), whereby Assignor has agreed to assign certain unregistered and registered intellectual property, including without limitation the telephone and fax numbers, domain name and website and any content (including any copyright therein) set forth on Exhibit A (collectively, the "Assigned IP"), and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor's right, title and interest in and to the Assigned IP together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, including the following:

- a) all (i) trademark registrations and applications set forth on Exhibit A, and (ii) trademarks underlying the trademark registrations and applications set forth on Exhibit A
- b) all domain names, websites, and any content set forth on Exhibit A;
- c) the telephone and fax numbers set forth on Exhibit A;
- d) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Moral Rights. To the extent that any rights of paternity, integrity, attribution, disclosure, withdrawal, and any other rights that may be known as “moral rights” (“Moral Rights”) are vested in Assignor as an author of any of the works of authorship assigned under this Assignment, Assignor hereby absolutely and irrevocably waives, in favor of Assignee, to the extent permitted by applicable law, any and all claims Assignor may now or hereafter have in any jurisdiction to all such Moral Rights in relation to such works of authorship.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents or Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request and at no cost to Assignee, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto. To effectuate the assignment of any domain name, at no cost but without additional consideration to Assignor, Assignor shall, and shall cause its affiliates and persons under its control to, take any and all actions that are reasonably necessary to perfect the assignment of the domain names and/or to transfer control of the domain names to Assignee.

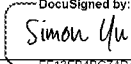
4. Miscellaneous. Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. This Assignment will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

Assignor:

DAMBALLA, INC.

By: _____
Name: Simon Yu
Its: Secretary

AGREED TO AND ACCEPTED:

Assignee:

HELP/SYSTEMS, LLC

By:_____
Name: Wesley C. Fredenburg
Its: Secretary

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

Assignor:

DAMBALLA, INC.

By: _____

Name: Simon Yu

Its: Secretary

AGREED TO AND ACCEPTED:

Assignee:

HELP/SYSTEMS, LLC

By:  _____

Name: Wesley C. Fredenburg

Its: Secretary

EXHIBIT A
TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

U.S. Patents

Patent No.	Filing Date	Title	Owner	Status
10,084,806	08-30-2013	TRAFFIC SIMULATION TO IDENTIFY MALICIOUS ACTIVITY	DAMBALLA, INC.	Issued
10,050,986	02-08-2017	SYSTEMS AND METHODS FOR TRAFFIC CLASSIFICATION	DAMBALLA, INC.	Issued
10,027,688	08-10-2009	METHOD AND SYSTEM FOR DETECTING MALICIOUS AND/OR BOTNET-RELATED DOMAIN NAMES	DAMBALLA, INC.	Issued
9,948,671	06-27-2014	METHOD AND SYSTEM FOR NETWORK-BASED DETECTING OF MALWARE FROM BEHAVIORAL CLUSTERING	DAMBALLA, INC.	Issued
9,922,190	01-24-2013	METHOD AND SYSTEM FOR DETECTING DGA-BASED MALWARE	DAMBALLA, INC.	Issued
9,894,088	08-30-2013	DATA MINING TO IDENTIFY MALICIOUS ACTIVITY	DAMBALLA, INC.	Issued
9,686,291	12-04-2013	METHOD AND SYSTEM FOR DETECTING MALICIOUS DOMAIN NAMES AT AN UPPER DNS HIERARCHY	DAMBALLA, INC.	Issued
9,680,861	08-30-2013	HISTORICAL ANALYSIS TO IDENTIFY MALICIOUS ACTIVITY	DAMBALLA, INC.	Issued
9,571,511	06-16-2014	SYSTEMS AND METHODS FOR TRAFFIC CLASSIFICATION	DAMBALLA, INC.	Issued
9,525,699	09-30-2013	METHOD AND SYSTEM FOR DETECTING MALWARE	DAMBALLA, INC.	Issued
9,166,994	08-30-2013	AUTOMATION DISCOVERY TO IDENTIFY MALICIOUS ACTIVITY	DAMBALLA, INC.	Issued
8,826,438	01-18-2011	METHOD AND SYSTEM FOR NETWORK-BASED DETECTING OF MALWARE FROM BEHAVIORAL CLUSTERING	DAMBALLA, INC.	Issued
8,631,489	01-25-2012	METHOD AND SYSTEM FOR DETECTING MALICIOUS DOMAIN NAMES AT AN UPPER DNS HIERARCHY	DAMBALLA, INC.	Issued
8,578,497	01-05-2011	METHOD AND SYSTEM FOR DETECTING	DAMBALLA, INC.	Issued

Patent No.	Filing Date	Title	Owner	Status
		MALWARE		
9,516,058	08-09-2011	METHOD AND SYSTEM FOR DETERMINING WHETHER DOMAIN NAMES ARE LEGITIMATE OR MALICIOUS	DAMBALLA, INC.	Issued
9,930,065	03-25-2015	MEASURING, CATEGORIZING, AND/OR MITIGATING MALWARE DISTRIBUTION PATHS	DAMBALLA, INC. and UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.	Issued
10,044,748	02-09-2016	METHODS AND SYSTEMS FOR DETECTING COMPROMISED COMPUTERS	GEORGIA TECH RESEARCH CORPORATION	Issued
9,306,969	08-30-2013	METHODS AND SYSTEMS FOR DETECTING COMPROMISED NETWORKS AND/OR COMPUTERS	GEORGIA TECH RESEARCH CORPORATION	Issued
8,566,928	10-03-2006	METHOD AND SYSTEM FOR DETECTING AND RESPONDING TO ATTACKING NETWORKS	GEORGIA TECH RESEARCH CORPORATION	Issued

U.S. Patent Applications

App. No.	Pub. No.	Filing Date	Title	Owner	Status
14/010,016	2014-0059216	08-26-2013	METHODS AND SYSTEMS FOR NETWORK FLOW ANALYSIS	DAMBALLA, INC.	Published
61/835,358	-	06-14-2013	SYSTEMS AND METHODS FOR TRAFFIC CLASSIFICATION	DAMBALLA, INC.	Expired
61/696,013	-	08-31-2012	HISTORICAL ANALYSIS TO IDENTIFY MALICIOUS ACTIVITY	DAMBALLA, INC.	Expired
61/696,009	-	08-31-2012	DATA MINING TO IDENTIFY MALICIOUS ACTIVITY	DAMBALLA, INC.	Expired
61/696,004	-	08-31-2012	TRAFFIC SIMULATION TO IDENTIFY MALICIOUS ACTIVITY	DAMBALLA, INC.	Expired
61/696,001	-	08-31-2012	AUTOMATION DISCOVERY TO IDENTIFY MALICIOUS ACTIVITY	DAMBALLA, INC.	Expired
61/693,607	-	08-27-2012	METHODS AND SYSTEMS FOR NETWORK FLOW ANALYSIS	DAMBALLA, INC.	Expired

App. No.	Pub. No.	Filing Date	Title	Owner	Status
61/590,633	-	01-25-2012	METHOD AND SYSTEM FOR DETECTING DGA-BASED MALWARE	DAMBALLA, INC.	Expired
61/438,492	-	02-01-2011	METHOD AND SYSTEM FOR DETECTING MALICIOUS DOMAIN NAMES AT AN UPPER DNS HIERARCHY	DAMBALLA, INC.	Expired
61/420,182	-	12-06-2010	METHOD AND SYSTEM OF ASSESSING AND MANAGING RISK ASSOCIATED WITH COMPROMISED NETWORK ASSETS	DAMBALLA, INC.	Expired
61/372,246	-	08-10-2010	BUILDING A DYNAMIC REPUTATION SYSTEM FOR DNS	DAMBALLA, INC.	Expired
61/296,288	-	01-19-2010	METHOD AND SYSTEM FOR NETWORK-BASED DETECTING OF BEHAVIORAL CLUSTERING OF MALWARE FROM BEHAVIORAL CLUSTERING	DAMBALLA, INC.	Expired
61/295,060	-	01-14-2010	METHOD AND SYSTEM FOR DETECTING MALWARE	DAMBALLA, INC.	Expired
61/292,592	-	01-06-2010	METHOD AND SYSTEM FOR DETECTING MALWARE	DAMBALLA, INC.	Expired
61/087,873	-	08-11-2008	METHOD AND SYSTEM FOR DETECTING MALICIOUS AND/OR BOTNET-RELATED DOMAIN NAMES	DAMBALLA, INC.	Expired
61/085,534	-	08-01-2008	SYSTEM AND METHOD FOR MALWARE ANALYSIS	DAMBALLA, INC.	Expired
60/799,248	-	05-10-2006	REVEALING BOTNET MEMBERSHIP USING DNSBL COUNTER-INTELLIGENCE	DAMBALLA, INC.	Expired
60/730,615	-	10-27-2005	METHOD TO DETECT AND RESPOND TO ATTACKING NETWORKS	DAMBALLA, INC.	Expired
14/616,387	2015-0222654	02-06-2015	METHOD AND SYSTEM OF ASSESSING AND MANAGING RISK ASSOCIATED WITH COMPROMISED NETWORK ASSETS	DAMBALLA, INC.	Abandoned
14/194,076	-	02-28-2014	METHOD AND SYSTEM FOR IDENTIFYING DOMAINS	DAMBALLA, INC.	Abandoned
15/384,025	2017-0201536	12-19-2016	METHOD AND SYSTEM FOR DETECTING MALWARE	DAMBALLA, INC.	Allowed
14/304,015	-	06-13-2014	-	DAMBALLA, INC.	Abandoned

App. No.	Pub. No.	Filing Date	Title	Owner	Status
13/309,202	2012-0143650	12-01-2011	METHOD AND SYSTEM OF ASSESSING AND MANAGING RISK ASSOCIATED WITH COMPROMISED NETWORK ASSETS	DAMBALLA, INC.	Abandoned

Foreign Patent Applications

Country	App. No.	Pub. No.	Filing Date	Title	Owner	Status
WO	PCT/US06/38611	2007/050244	10-03-2006	METHOD AND SYSTEM FOR DETECTING AND RESPONDING TO ATTACKING NETWORKS	GEORGIA TECH RESEARCH CORPORATION	Expired

Trademark Applications and Registrations

Trademark	Ser./Reg. No.	Filing/Reg. Date	Country	Owner	Status
DAMBALLA	App 77014412 Reg 3822220	App 05-OCT-2006 Reg 20-JUL-2010	U.S.	DAMBALLA, INC.	Registered