

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5921227

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CAPGEMINI AMERICA, INC.	12/31/2019
RECEIVING PARTY DATA		
Name:	IDEFENDER, LLC	
Street Address:	2121 ROSECRANS AVENUE	
Internal Address:	SUITE 3320	
City:	EL SEGUNDO	
State/Country:	CALIFORNIA	
Postal Code:	90245	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	7246156
	Patent Number:	7779119
CORRESPONDENCE DATA		
Fax Number:	(610)640-7835	
<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:	2159814148	
Email:	attwoodh@pepperlaw.com	
Correspondent Name:	PEPPER HAMILTON LLP	
Address Line 1:	899 CASSATT ROAD	
Address Line 2:	400 BERWYN PARK	
Address Line 4:	BERWYN, PENNSYLVANIA 19312-1183	
ATTORNEY DOCKET NUMBER:	148110.2	
NAME OF SUBMITTER:	HEATHER D. ATTWOOD	
SIGNATURE:	/Heather D. Attwood/	
DATE SIGNED:	01/21/2020	
Total Attachments: 10		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*IP Assignment*”), dated December 31, 2019, is entered into by and between Capgemini America, Inc., a New Jersey corporation (the “*Assignor*”), and iDefender, LLC, a Delaware limited liability company (“*Assignee*”).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “*Purchase Agreement*”), dated November 13, 2019, by and between Assignor, Assignee, RTAP US, Inc., a Delaware corporation (“*RTAP US*”) and iDefender Software Canada Inc. (f/k/a 1229534 B.C. LTD.), a company organized under the laws of Canada (“*iDefender Canada*” together with Assignee and RTAP US, the “*Buyer Parties*”), and solely with respect to Section 10.10 thereof, TELEO Capital (Offshore), L.P., Assignor has agreed to sell, convey, transfer, and irrevocably assign and deliver to the Buyer Parties its entire right, title and interest in, to and under certain of the IP Rights owned by Assignor and related to the Business, as set forth in more detail in the Purchase Agreement (the “*Transferred IP*”). This IP Assignment refers to the Transferred IP, including without limitation the Transferred IP set forth on Schedule 1 attached hereto but excluding Canadian patent number CA2526759 (Event Monitoring and Management), as the “*iDefender Transferred IP*.” Capitalized words and phrases not defined by this IP Assignment have the meanings given by the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignor hereby sells, conveys, transfers, and irrevocably assigns and delivers to Assignee, free and clear of all Liens (other than Permitted Liens), all of Assignor’s right, title and interest in, to and under the iDefender Transferred IP including, but not limited to, all iDefender Transferred IP comprising United States, foreign and international industrial and intellectual property and other proprietary rights, including Software, Patents, Trademarks and all associated goodwill, and other IP Rights (including domain names) arising under the laws of the United States of America, any state thereof, or any other country or province, all documentation and media (in whatever form) constituting, describing or relating to the foregoing, and rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations of any iDefender Transferred IP, all in Assignee’s sole name.

FURTHER UNDERTAKINGS

2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor takes in order to effectuate, carry out, or fulfill the

parties' intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the iDefender Transferred IP. Notwithstanding the foregoing, nothing in this IP Assignment requires Assignor to take any action that is not required be taken by Assignor under the terms of the Purchase Agreement.

GENERAL

3. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including electronic transmission) and shall be given:

if to Assignee,

2121 Rosecrans Avenue
Suite 3320
El Segundo, CA 90245
Attention: Andy Martinez
Telephone: (424) 323-3994
E-mail: amartinez@teleocapital.com

with a copy (which shall not constitute notice) to:

Pepper Hamilton LLP
The New York Times Building
620 Eighth Avenue
37th Floor
New York, NY 10018-1405
Attention: James D. Rosener
Telephone: (212) 808-2717
E-mail: rosenerj@pepperlaw.com

if to Assignor,

Capgemini America, Inc.
c/o Capgemini North America Inc.
79 Fifth Ave., 3rd Fl.
New York, New York 10003
Attn: Office of the General Counsel
Email: eve.bolkin@capgemini.com
Fax: (212) 314-8105

with a copy (which shall not constitute notice) to:

Capgemini Service
11, rue de Tilsitt
75017 Paris – France
Attn: Group Legal M&A
Email: isabelle.riviere@capgemini.com

with a copy (which shall not constitute notice) to:

If sent prior to March 1, 2020 to:

K&L Gates LLP
Hearst Tower, 47th Floor
214 North Tryon Street
Charlotte, NC 28202
Fax: (704) 353-3134
Phone: (704) 331-7434
Email: John.Allison@klgates.com
Attn: John D. Allison, Esq.

If sent after March 1, 2020 to:

K&L Gates LLP
300 South Tryon Street, 10th Floor
Charlotte, NC 28202
Fax: (704) 353-3134
Phone: (704) 331-7434
Email: John.Allison@klgates.com
Attn: John D. Allison, Esq.

or such other address or e-mail address as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. recipient's time on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

4. Amendment; Waivers, etc. No amendment, modification or discharge of this IP Assignment, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this IP Assignment, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this IP Assignment or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

5. Expenses. Except as otherwise provided herein, all costs, fees and expenses incurred in connection with this IP Assignment.

6. Governing Law, etc.

6.1. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. iDefender and Assignor hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this IP Assignment and in respect of the transactions contemplated hereby. Each of iDefender and Assignor irrevocably agrees that all claims in respect of the interpretation and enforcement of the provisions of this IP Assignment and in respect of the transactions contemplated hereby, or with respect to any such action or proceeding, shall be heard and determined in such a Delaware State or federal court, and that such jurisdiction of such courts with respect thereto shall be exclusive, except solely to the extent that all such courts shall lawfully decline to exercise such jurisdiction.

6.2. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. Entire Agreement. This IP Assignment and the Purchase Agreement constitute the entire agreement and supersede all prior agreements, understandings and representations, both written and oral, between the parties with respect to the assignment of the iDefender Transferred IP.

8. Severability. If any provision, including any phrase, sentence, clause, section or subsection, of this IP Assignment is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatsoever. Upon any such determination, the parties shall negotiate in good faith to modify this IP Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in

order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

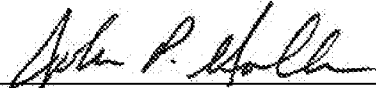
9. Counterparts; Effectiveness. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Agreement shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Until and unless each party has received a counterpart hereof signed by the other party, this IP Assignment shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

(Signature pages to follow)

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Assignment Agreement to be duly executed on the date first above written.

ASSIGNOR:

CAPGEMINI AMERICA, INC.

By: _____

Name: John P. Mullen

Title: General Manager

IN WITNESS WHEREOF, each of the parties hereto has hereunto caused this Intellectual Property Assignment Agreement to be duly executed on the date first above written.

ASSIGNEE:

IDEFENDER, LLC

By: *Andy Martinez*
Name: Andres Martinez
Title: President

SCHEDULE 1

Patents:

Title	Number	Filing Date	Status	Assignee	Foreign
METHOD AND COMPUTER PROGRAM PRODUCT FOR MONITORING AN INDUSTRIAL NETWORK	U.S. Patent No. 7,246,156 issued 07/17/2007 Appln. No. 10/815,222 Priority: 60/477,088 filed 6/9/2003	3/31/2004	Patented	Leidos Cyber, Inc.	China 200480018697 – No public data available Australia 2004248605 – Granted – NEXT RENEWAL FEE DUE: 6/8/2020 Europe 2004754670/Publn No. 1636704 – Withdrawn (9/13/10) <i>Derived from PCT/US04/18118 filed 6/8/2004 – Event Monitoring and Management</i> Priority: 60/477,088 filed 6/9/2003 10/815,222 filed 3/31/2004
EVENT MONITORING AND MANAGEMENT	U.S. Patent No. 7,779,119 issued 08/17/2017 Div of 7,246,156	8/20/2010	Patented - NEXT MAINTENANCE FEE DUE: 02/18/2022	Leidos Cyber, Inc.	

Trademarks:

Trademark Name	Owner	Status	Application No.	Filing Date	Registration No.
TELTONE	Leidos Cyber, Inc.	Registered (Alive. Next renewal due by 8/22/2021)	72/342,548	03-Nov-1969	941,311
INDUSTRIAL DEFENDER	Leidos Cyber, Inc.	Registered (Alive. Declaration of Use due by 11/8/2022)	86/764,321	22-Sep-2015	5,076,405
INDUSTRIAL DEFENDER AUTOMATION SYSTEMS MANAGER	Leidos Cyber, Inc.	Registered (Alive. Declaration of Use due by 4/5/2022)	86/574,863	24-Mar-2015	4,930,754
INDUSTRIAL DEFENDER WORK AUTOMATION SUITE	Leidos Cyber, Inc.	Registered (Alive. Declaration of Use due by 4/5/2022)	86/574,832	24-Mar-2015	4,930,753
INDUSTRIAL DEFENDER FLEETVIEW	Leidos Cyber, Inc.	Registered (Alive. Declaration of Use due by 9/20/2022)	86/574,791	24-Mar-2015	5,043,659
INDUSTRIAL DEFENDER ASM	Leidos Cyber, Inc.	Registered (Alive. Declaration of Use due by 3/22/2022)	86/529,984	10-Feb-2015	4,920,871
INDUSTRIAL DEFENDER NIDS	Leidos Cyber, Inc.	Registered (Alive. Declaration of Use due by 4/5/2022)	86/530,002	10-Feb-2015	4,930,448
INDUSTRIAL DEFENDER ADVANCED SERVICES APPLIANCE	Leidos Cyber, Inc.	Registered (Alive. Declaration of Use due by 4/5/2022)	86/574,893	10-Feb-2015	4,930,755

Domain Names:

Domain Name	Status
AUTOMATIONSYSTEMMANAGEMENT.COM	Active
AUTOMATIONSYSTEMMANAGER.COM	Active
AUTOMATIONSYSTEMSMANAGEMENT.COM	Active
AUTOMATIONSYSTEMSMANAGER.COM	Active
INDUSTRIALDEFENDER.COM	Active
INDUSTRIALDEFENDER.NET	Active
INDUSTRIALDEFENDER.ORG	Active
INDUSTRIALDEFENSE.NET	Active
INDUSTRIALDEFENSE.ORG	Active
INDUSTRYDEFENDER.COM	Active
INDUSTRYDEFENDER.NET	Active
INDUSTRYDEFENDER.ORG	Active
VERANO.COM	Active
teltone.com	Active
teltone.us	Active