

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6004612

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEJA VU SECURITY, LLC	06/14/2019
RECEIVING PARTY DATA	
Name:	ACCENTURE GLOBAL SOLUTIONS LIMITED
Street Address:	3 GRAND CANAL PLAZA
Internal Address:	UPPER GRAND CANAL STREET
City:	DUBLIN
State/Country:	IRELAND
Postal Code:	4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16701214
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<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:	(202) 783-5070
Email:	apsi@fr.com, lswanson@fr.com
Correspondent Name:	DAVID E. JORDAN
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	12587-0820002
NAME OF SUBMITTER:	LISA SWANSON
SIGNATURE:	/Lisa Swanson/
DATE SIGNED:	03/09/2020
Total Attachments: 14	
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GENERAL DEED OF ASSIGNMENT
of Intellectual Property Rights
relating to the Business of Deja Vu Security between

Deja Vu Security, LLC, a Washington limited liability company ("**Assignor**"),

and

Accenture Global Solutions Limited, a company registered in Ireland with company number 554978 and having its registered address at 3 Grand Canal Plaza Upper Grand Canal Street, Dublin 4, Ireland ("**Assignee**").

WHEREAS

Pursuant to the Membership Interest Purchase Agreement dated June 14, 2019 ("**Purchase Agreement**") among Assignor, Accenture LLP, and the Seller Parties (as defined therein), Accenture LLP agreed to acquire all of the company interests of the Assignor;

WHEREAS

On June 14, 2019, the transaction closed pursuant to the Purchase Agreement;

WHEREAS

Assignor is the sole owner of all Intellectual Property Rights (as hereinafter defined) relating to the business of the Assignor and has the sole right of assignment, transfer, sale and conveyance; and

WHEREAS

Assignor is willing to assign, and the Assignee wishes to acquire, the Intellectual Property Rights for the consideration and upon the terms set out in this General Deed of Assignment ("**Deed**").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. ASSIGNMENT

1.1 In consideration of the sum of the Original Purchase Price as set forth in Schedule 4 payable and subject to any adjustments according to Schedule 4, the Assignor hereby sells, assigns, transfers and conveys with effect from the **Effective Date** (as defined in Schedule 3) and for the worldwide territory to the Assignee:

- all the property, right, title and interest in and to the intellectual property rights vested in the Assignor as described in Schedule 1 ("**Intellectual Property Rights**"), free and clear of all liens and encumbrances other than those disclosed in Schedule 2; and

- all rights of the Assignor to institute and maintain proceedings against any person or entity in respect of any infringement of any of the Intellectual Property Rights whether such infringement or wrongful use occurred prior to the Effective Date or occurs on or after the Effective Date, which rights shall include the right to sue for past damages and recover damages for past infringements and other remedies in respect of any past or future infringements or violations of such rights and to retain any damages obtained as a result of such action.
- 1.2 To the extent that applicable law prevents the assignment of Intellectual Property Rights or parts thereof, this deed shall be construed as an irrevocable and perpetual exclusive worldwide license to Assignee to use, copy, modify and sublicense to any third party the respective Intellectual Property Rights or the unassignable parts thereof; and to provide Assignee substantially the same rights of paragraph 1.1 to institute and maintain proceedings against any person in respect of any infringement of any of the Intellectual Property Rights and to retain any damages arising.
- 1.3 Notwithstanding the foregoing, this assignment shall not constitute an assignment or attempted assignment of any agreement (or part thereof) if the attempted assignment thereof, without the consent of the other party thereto, would constitute a breach thereof or would in any way adversely affect the rights of Assignor or Assignee, unless and until such consent has been granted. Assignor and Assignee covenant and agree that in any such case the beneficial interest in and to any such agreements (or the relevant part thereof) shall in any event pass hereby to Assignee. Assignor further covenants and agrees (i) to hold and hereby declares that it holds any and all such agreements (or the relevant part thereof) in trust for the benefit of Assignee, its successors and assigns, (ii) to obtain and secure all consents that may be necessary to effect a full and valid transfer or transfers of the same, (iii) to make or complete such transfer or transfers as soon as reasonably possible, and (iv) to cooperate with Assignee in any assignment or other reasonable arrangement designed to provide for Assignee the benefits of and under any such agreement.
- 1.4 Each party (i.e. Assignor or Assignee) shall be solely responsible for and pay all taxes due and arising on profits, gains or income in respect of their trading income, property or any other investment.
- 1.5 All amounts payable under this Deed shall be exclusive of any indirect taxes. Indirect taxes shall include, but not be limited to, sales, use, excise, value added, goods and services, consumption, and other similar taxes and duties. Such taxes shall be payable in addition to the consideration due under this Deed at the appropriate prevailing rate. Where the Assignor is obliged by applicable law to account for such indirect taxes to a tax authority, the Assignee shall pay an amount equal to such taxes and the consideration to the Assignor on the due date herein mentioned provided that that Assignor shall issue an invoice(s) as required by applicable law to the Assignee. Where the Assignor is not obliged to account for indirect taxes to a tax authority under applicable law, the Assignor shall still provide the Assignee with an appropriate invoice(s) if required by law. The Assignee shall account for indirect taxes as required by applicable law on receipt of the appropriate invoice(s). The Assignee shall, if required by the Assignor, provide its local indirect taxes registration number to the Assignor.

- 1.6 Where the Assignee is obliged to withhold tax from any payments due to the Assignor, the Assignee shall be entitled to withhold such tax and pay that over to the relevant tax authority. The Assignee shall notify the Assignor of this obligation and the rate of withholding tax. Where the Assignor is entitled to exemption from or the benefit of a lower rate of withholding tax, the Assignor and the Assignee shall agree to withholding tax at a lower rate. The Assignor shall provide the Assignee with the relevant tax residence certificates (and any other documentation that may be necessary) prior to any payment to enable any exemption from, or reduction of, withholding tax, or otherwise within thirty (30) days of payment. Where Assignor anticipates that it will be unable to provide such documentation within the relevant term, Assignee will withhold such tax at the required rate. The Assignee shall provide the Assignor with the appropriate withholding tax certificate(s) to evidence the amount of tax withheld at source and all such assistance required to obtain credit for or refund of such a withholding. Both the Assignee and the Assignor shall cooperate with each other to mitigate or minimize the impact of such withholding tax implications to either party.
- 1.7 Each Party shall be responsible for all and any taxes due on remuneration payable to its employees and/or subcontractors.
- 1.8 Transfer taxes shall be paid in accordance with applicable law unless otherwise agreed by the Parties.
- 1.9 The payment in Schedule 4 includes all the payments owed by Assignee to Assignor related to the Intellectual Property Rights.
- 1.10 The Assignor agrees to reimburse and hold the Assignee harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of the Assignor under this deed and vice versa.

2. WARRANTIES

- 2.1 The Assignor warrants, represents and undertakes to the Assignee that:
- (a) The Assignor is the sole owner of the Intellectual Property Rights and has the unrestricted right to use and assign the same, free and clear of all liens and encumbrances other than those disclosed in Schedule 2;
 - (b) To the best of the Assignor's knowledge, information and belief, no third party has any rights in or claims upon any of the Intellectual Property Rights;
 - (c) The Assignor is entitled to sell, assign, convey and transfer all of its right, title and interest in and to the Intellectual Property Rights to the Assignee on the terms set out in this Deed;
 - (d) The Assignor has not parted with the ownership, possession or control of, or disposed or agreed to dispose of, or assigned, or granted, or agreed to grant any option or right of pre-emption in respect of, or offered for sale, their right title or interest in any of Intellectual Property Rights; and

- (e) All licenses and alliances which entitle others to use the Intellectual Property Rights are listed in Schedule 2. All other obligations of Assignor (if any) relating to the Intellectual Property Rights are listed in Schedule 2. Assignee only assumes these obligations if expressly provided for in Schedule 2.

3. DISCLOSURE OF INFORMATION

- 3.1 Subject to Clause 3.2, the Assignor shall observe (and shall ensure that their officers and employees shall observe) strict confidence in relation to the Intellectual Property Rights and shall not use the same and shall not divulge or communicate to any person or use or exploit for any purpose whatsoever any of them, except as necessary to meet its obligations towards their licensees, third parties or under applicable laws or following binding court rulings under signed non-disclosure agreements or similar confidentiality provisions. If Assignor intends to disclose Intellectual Property Rights or portions thereof as specified herein, it shall notify Assignee of this intention before disclosure.
- 3.2 This restriction in Clause 3.1 shall continue to apply after the execution of this Deed without limit of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the Assignor or any such officer or employee.
- 3.3 Subsequent to the transfer of the Intellectual Property Rights to Assignee, Assignor shall not have the right to in any way make use of the Intellectual Property Rights except as may be set forth in the global agreements signed between Assignor and Assignee, namely (1) the "Intellectual Property Services Agreement", and (2) the "AGS Intellectual Property License" as they may be amended from time to time thereafter.

4. MORAL RIGHTS

The Assignor confirms that it has obtained all necessary written consents and, where appropriate, waivers to all acts and omissions that would otherwise infringe the Moral Rights of any author of the Intellectual Property Rights (or part of the Intellectual Property Rights), to the extent permitted by applicable law.

Moral Rights means:

- (a) the right of attribution of authorship;
- (b) the right not to have authorship falsely attributed;
- (c) the right of integrity of the work; and
- (d) any right of a similar nature,

which is conferred by statute and which exists or comes to exist anywhere in the world.

5. FURTHER ASSISTANCE

- 5.1 The Assignor further covenants that it will execute all documents, papers, forms and authorizations and depose to or swear all declarations and oaths and do all such things

as the Assignee may reasonably require to secure for the Assignee the full benefit of the rights assigned under this Deed.

- 5.2 The Assignor hereby irrevocably appoints the Assignee as its attorney in its name to execute any document and do any act or thing which may be necessary to fulfill its obligations towards third parties under this Deed.

6. NOTICES

Unless otherwise agreed, all notices, instructions and other communications to be given to a party under this Deed shall be given to the electronic mail address (confirmed if requested) or facsimile number (confirmed if requested) and to the individual or department nominated by the relevant party and notified to the other party from time to time. Unless otherwise specified, any notice instruction or other communication given in accordance with this clause shall be effective upon receipt.

7. ENTIRE AGREEMENT

This Deed constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto. No amendment, modification or waiver in respect of this Deed will be effective unless in writing (including writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of electronic messages on an electronic messaging system and subsequently effected in writing.

8. SEVERABILITY

In the event any one or more of the provisions contained in this Deed should be held invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions under the law of such jurisdiction, and the validity, legality and enforceability of such and any other provisions under the law of any other jurisdiction, shall not in any way be affected or impaired thereby.

9. APPLICABLE LAW AND ARBITRATION

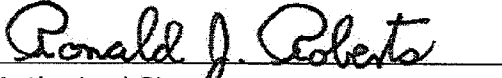
- 9.1 This Deed (together with all documents referred to herein) shall be governed by and construed in accordance with the laws of Ireland.
- 9.2 Nothing in this Deed shall override a mandatory law of a particular country which the laws of that country prescribe must apply in a particular situation notwithstanding the choice of Irish law to govern this Deed.
- 9.3 Any disputes arising under or on connection with this Deed shall be referred to and fully and finally determined by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitral tribunal shall consist of a sole arbitrator.

The place of arbitration shall be Dublin, Ireland. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be binding on the parties and may be enforced by the prevailing Party in any court of competent jurisdiction.

10. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have caused the Deed to be duly executed by their respective authorised officers as of the Effective Date.

Executed by Accenture Inc. as Sole Member of Deja Vu Security, LLC acting by the following persons or, if the seal is affixed, witnessed by the following persons:	
 Authorized Signatory	
<u>Ronald J. Roberts, Secretary</u> Name/title of the authorized signatory	

PRESENT when the common seal)

of **ACCENTURE GLOBAL SOLUTIONS LIMITED**)

was affixed hereto)

Brian Connolly

[Signature of Director 1]

[Signature of Director 2 or Company Secretary]

Name: *BRIAN CONNOLLY*

Name:

Title: *DIRECTOR*

Title:

Date: *14. 08. 2019*

Date:





SCHEDULE 1

Intellectual Property Rights:

All intellectual property and industrial property rights worldwide owned by the Assignor, including, but not limited to, patents (including supplementary protection certificates and divisionals), patent applications, trademarks and service marks and associated goodwill, including domain names and other internet keywords, brand names, designs, utility models, trade or business names, know-how, passing-off rights, rights under any unfair competition, publicity or personality rights, copyrights (including moral rights), works of authorship (including computer programs, software, compilations, applications, files and Internet site content), inventions, invention disclosures, processes, methodologies, algorithms, frameworks, models, solutions, trade secrets, know-how, get-up, trade dress or other industrial or intellectual property rights and rights of a similar or corresponding nature, and registrations and applications for registration of any of the foregoing in each case in any part of the world; and

Nature and Title of Item	Jurisdiction	Application/Registration Number
Company Website	Internet	www.dejavusecurity.com
LinkedIn Account	Internet	https://www.linkedin.com/company/deja-vu-security/
Twitter Account	Internet	https://twitter.com/DejavuSecurity
Facebook Account	Internet	https://www.facebook.com/dejavusec
Vimeo Account	Internet	https://vimeo.com/dejavusecurity
Patent: "Code Repository Intrusion Detection"	US	United States Patent Registration No. US 9323923 B2
Patent: "Code Repository Intrusion Detection"	US	United States Patent Registration No. US 9836617 B2
Patent Application: "Blockchain computer data distribution"	US	United States Patent Application No. US 20170031676 A1

Nature and Title of Item	Jurisdiction	Application/Registration Number
Unregistered Trademark: DÉJÀ VU SECURITY	USA	NA
Unregistered Design Trademark: 	USA	NA
Unregistered Design Trademark: 	USA	NA
PSO-Octopus (software application)	USA	NA
Mitmproxy: signer Script for AWS Infrastructure	USA	NA

Schedule 2

Liens and Encumbrances:

See Purchase Agreement

Licenses:

See Purchase Agreement

Other Obligations of Assignor relating to the Intellectual Property Rights:

See Purchase Agreement

SCHEDULE 3

Effective Date: June 14, 2019

Schedule 4

Payments

(a) Original Purchase Price

Subject to the true up mechanism set forth in subsection (b) below, the purchase price consideration for the assignment of the Intellectual Property Rights pursuant to the Deed shall be \$200,000 for the Intellectual Property of Assignor (hereinafter the "**Original Purchase Price**"). The Original Purchase Price is exclusive of any taxes under section 1.5, if any.

The Assignee shall pay the Original Purchase Price within 60 days after the execution of the Deed to an account indicated by the Assignor. The settlement of the Original Purchase Price shall occur in USD. The currency exchange rate at the date of settlement shall apply.

(b) Determination of the Adjusted Purchase Price

In order to validate or, as the case may require, adjust the Original Purchase Price to the market conditions, the Parties agree to the following true up mechanism:

Without delay after the execution and consummation of this Deed, the Assignor and the Assignee will jointly mandate Duff & Phelps as the Appraiser to conduct an independent valuation of the Acquired Assets. The Appraiser shall be instructed to issue a written report to the Assignor and the Assignee, within not less than 30 days after the date of the instruction. The report will set forth the following:

- The "**Adjusted Purchase Price**"
- Valuation Methodology
- Further relevant factors

The costs of such valuation will be shared 50-50 between the Parties.

(c) Adjusted Purchase Price exceeds the Original Purchase Price

In the event the Adjusted Purchase Price exceeds the Original Purchase Price, the Assignee agrees to pay such amount which exceeds the Original Purchase Price (the "**Surplus**") to Assignor within 60 days of the issuance of the valuation report.

Assignee will pay any such Surplus to Assignor within 60 days after the Adjusted Purchase Price has been determined by the Appraiser.

(d) Adjusted Purchase Price below Original Purchase Price

In the event the Adjusted Purchase Price is below the Original Purchase Price, the Assignor agrees to reimburse to the Assignee such amount which is below the Original Purchase Price (the "**Shortfall**") within 60 days after the final portion of the Adjusted Purchase Price has been determined by the Appraiser.