

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6006369

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CAMELOT UK BIDCO LIMITED	01/01/2020
RECEIVING PARTY DATA	
Name:	OPSEC ONLINE LIMITED
Street Address:	40 PHOENIX ROAD
City:	WASHINGTON
State/Country:	UNITED KINGDOM
Postal Code:	NE38 OAD
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10237299
CORRESPONDENCE DATA	
Fax Number:	(617)607-9200
<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:	617-449-6500
Email:	mreben@mccarter.com
Correspondent Name:	MCCARTER & ENGLISH, LLP BOSTON
Address Line 1:	SEAN R. MACDAVITT
Address Line 2:	265 FRANKLIN STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	132083-00702
NAME OF SUBMITTER:	SEAN MACDAVITT
SIGNATURE:	/Sean MacDavitt/
DATE SIGNED:	03/10/2020
Total Attachments: 8	
source=132083-00702 OpSec Assignment#page1.tif	
source=132083-00702 OpSec Assignment#page2.tif	
source=132083-00702 OpSec Assignment#page3.tif	
source=132083-00702 OpSec Assignment#page4.tif	
source=132083-00702 OpSec Assignment#page5.tif	

source=132083-00702 OpSec Assignment#page6.tif

source=132083-00702 OpSec Assignment#page7.tif

source=132083-00702 OpSec Assignment#page8.tif

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this “Assignment”), dated and effective as of January 1, 2020, is entered into by and between Camelot UK Bidco Limited, a private limited company organized under the laws of England and Wales (“Assignor”), and OpSec Online Limited (formerly known as Orca Delta UK Limited), a private limited company organized under the laws of England and Wales (“Assignee”). Assignor and Assignee are collectively referred to herein as the “Parties.”

WHEREAS, pursuant to that certain Stock and Asset Purchase Agreement, dated as of November 3, 2019, as may be amended (the “Agreement”) by and among Assignor, OpSec Online LLC (formerly known as OpSec Delta LLC), a Delaware limited liability company (“Buyer US”), Assignee, together with Buyer US, (“Buyers”) and Guarantor, Assignor agreed to assign, transfer and convey to Assignee, among other things, all of Assignor’s rights, title, and interest in and to those registered patents and patent applications set forth on Schedule A attached hereto (the “Patents”);

WHEREAS, Assignor is the owner of all rights, title and interest in and to the Patents; and

WHEREAS, in accordance with and subject to the terms of the Agreement, Assignor has agreed to execute this Assignment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Definitions. All capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Agreement.

2. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, all right, title and interest of Assignor in and to the Patents, free and clear of all Liens, other than Permitted Liens, and Assignee accepts such assignment. Such assignment includes without limitation all rights to sue or otherwise recover for past, present and future infringement of such rights, to receive all damages, payments, costs, and fees associated with the enforcement of such rights, as well as all rights to license, assign, pledge, and/or otherwise exploit such Patents, and all other rights of any kind whatsoever of Assignor. The assignment of the Patents shall include the right to file domestic patent applications (including all letters patent, design patents, provisional applications, reissues, divisions, continuations, continuations-in-part, renewals, substitutes, patent disclosures and extensions of any patent or patent application), under the laws of the United States and all other countries that claim the benefit of any of the foregoing applications, and to file foreign patent applications in the name of Assignee or its Affiliates, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

3. Recording the Assignment. Assignor hereby authorizes the Commissioner of Patents in the United States Patent and Trademark Office and any officials at corresponding agencies in other relevant jurisdictions to record and register this Assignment upon request by Assignee, and to record Assignee as the owner of the Patents and to issue any and all Patent registrations to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. At the reasonable request of Assignee, Assignor will execute and deliver any documents or declarations as may be necessary for effecting the recording of the change of ownership of the Patents in the respectively concerned patent registries.

4. Stock and Asset Purchase Agreement Governs. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, limit, amend, supplement, modify, vary or enlarge any of the rights, obligations, covenants, agreements, representations or warranties of the Parties under the Agreement, and this Assignment is intended only to effect the conveyance of the Patents. In the event of any conflict between the provisions of this Assignment, on the one hand, and the provisions of the Agreement (including the schedules and exhibits thereto), on the other hand, the provisions of the Agreement shall control.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such PDF signature was an original thereof.

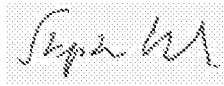
6. Governing Law. This Assignment, and all claims or causes of action based upon, arising out of, or related to this Assignment, shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

7. Further Assurances. Assignor shall provide Assignee and its successors and assigns cooperation and assistance (including the execution and delivery of further instruments of conveyance and any and all country specific forms of assignment, affidavits, declarations, oaths, exhibits, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register or maintain the rights assigned herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized directors or officers as of the day and year first above written.

CAMELOT UK BIDCO LIMITED

By: _____
Name: Stephen Hartman
Title: Director

OPSEC ONLINE LIMITED

By: _____
Name: Richard Cremona
Title: Director

[Signature Page to Patent Assignment Agreement]


PATENT
REEL: 052068 FRAME: 0889

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized directors or officers as of the day and year first above written.

CAMELOT UK BIDCO LIMITED

By: _____
Name: Stephen Hartman
Title: Director

OPSEC ONLINE LIMITED

By: _____
Name: Richard Cremone
Title: Director

[Signature Page to Patent Assignment Agreement]

Schedule A

Title	Country	Application Number	Application Date	Publication Number	Publication Date

Title	Country	Application Number	Application Date	Publication Number	Publication Date
BROWSER EXTENSION FOR CONTEMPORANEOUS IN-BROWSER TAGGING AND HARVESTING OF INTERNET CONTENT	US	15/280,476	9/29/2016	US 2018-0091546 A1	3/29/2018

Title	Country	Application Number	Application Date	Publication Number	Publication Date