

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6022276

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ONION ID, INC.	03/18/2020
RECEIVING PARTY DATA	
Name:	THYCOTIC SOFTWARE, LLC
Street Address:	1101 17TH ST., NW, SUITE 1200
City:	WASHINGTON
State/Country:	D.C.
Postal Code:	20036
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	15002632
Application Number:	16272167
Patent Number:	10230736
Patent Number:	10223549
Patent Number:	10515232
Patent Number:	10404701
Application Number:	16515700
Application Number:	62978685
CORRESPONDENCE DATA	
Fax Number:	(312)863-7867
<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:	3128637267
Email:	jaclyn.di.grande@goldbergkohn.com
Correspondent Name:	JACLYN DI GRANDE - PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD.
Address Line 2:	55 E MONROE ST., SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	1989.638
NAME OF SUBMITTER:	JACLYN DI GRANDE
SIGNATURE:	/jaclyn di grande/

PATENT

DATE SIGNED:	03/19/2020
Total Attachments: 13 source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page1.tif source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page2.tif source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page3.tif source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page4.tif source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page5.tif source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page6.tif source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page7.tif source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page8.tif source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page9.tif source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page10.tif source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page11.tif source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page12.tif source=Thycotic - Onion ID - IP Assignment Agreement (with Patent Assignment)#page13.tif	

INTELLECTUAL PROPERTY AGREEMENT

This Intellectual Property Agreement (this “Agreement”) is made and entered into as of March 18, 2020 (the “Effective Date”), by and between Onion ID, Inc., a Delaware corporation (the “Assignor”), and Thycotic Software, LLC, a Delaware limited liability company (the “Assignee”) (Assignee and Assignor are collectively referred to as the “Parties”).

RECITALS

WHEREAS, Assignor is the owner of the patents set forth on Exhibit A attached hereto, including the inventions described and claimed in such patents (the “Inventions”), including divisionals, continuations-in-part, provisionals, reissues, reexaminations or interferences thereof (the “Patents”), and all common law rights therein (the “Patents”), together with the goodwill of the business connected with the use of, and symbolized by, the Patents; provided, that the transfer of such Patents accompanies, pursuant to this Assignment Agreement, the transfer of Assignor’s business, and that business is ongoing and existing;

WHEREAS, pursuant to that certain Stock Purchase Agreement by and among Assignee, the sellers listed on Schedule A thereto (the “Sellers”) and Anirban Banerjee, as Sellers’ Representative (the “Stock Purchase Agreement”), Assignor agreed to sell, assign, transfer, convey and deliver and desires to sell, assign, transfer, convey and deliver all of Assignor’s right, title, and interest in and to the Patents to Assignee, and Assignee desires to receive all right, title, and interest in and to the Patents;

WHEREAS, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor wishes to transfer and assign (i) the Patents to Assignee, and (ii) any intellectual property rights or other proprietary rights that Assignor may own that are part of or appurtenant to Assignor’s business, which rights constitute Assignor’s business to which the Patents pertain; and

WHEREAS, Assignee is willing to accept such transfer and assignment.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and in the Stock Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **DEFINITIONS.**

Capitalized terms used in this Agreement that are not defined in the body of this Agreement have the meanings given to them in the Stock Purchase Agreement.

(a) “**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules,

regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

(b) **“Intellectual Property”** means rights in any and all intellectual property arising under the laws of any jurisdiction, including, without limitation, patents and applications therefor and reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof; inventions (patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, technical data, proprietary processes and formulae; algorithms, specifications, customer and supplier lists; industrial designs and any registrations and applications therefor; trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor, and all goodwill associated with any of the foregoing; domain names, URLs or web addresses; copyrights and works of authorship, copyright registrations and applications therefor, and other rights corresponding thereto; mask works, mask work registrations and applications therefor, and any equivalent or similar rights; computer software, including, without limitation, all Source Code, object code, firmware, development tools, files, records and data; schematics, netlists, test methodologies, test vectors, emulation and simulation tools and reports, hardware development tools, and rights in prototypes and other devices; databases and data collections; Moral Rights; and any similar or equivalent rights to any of the foregoing.

(c) **“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

(d) **“Moral Rights”** means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

(e) **“Person”** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

(f) **“Source Code”** means, collectively, any copy, portion or aspect of human-readable code corresponding to a programming language, or any proprietary information or algorithm contained in or relating to such code, of any computer software, including code comments, programming notes, system documentation, statements or principles of operation, and schematics, all as necessary or useful for the effective understanding and use of such code.

(g) **“Technology Rights”** means rights in all tangible items related to, constituting, disclosing or embodying any or all of the following, including all versions thereof and all technology and content from which such items were derived, including (a) works of authorship, including all written, audio and visual materials and computer programs (whether in Source Code or in executable code form) and the related architecture and documentation; (b) inventions (whether or not patentable), discoveries and improvements; (c) proprietary and confidential information, trade secrets and know how; (d) databases, data compilations and

collections, and customer and technical data; (e) methods and processes; and (f) devices, prototypes, designs and schematics.

(h) **“Transferred IP”** all of the Company’s right, title and interest in and to all Intellectual Property in Software owned by the Company other than Trademarks, including all patents and pending patent applications listed on Exhibit A hereto.

2. **ASSIGNMENT OF RIGHTS.**

(a) **Assignment of Transferred IP.** Assignor hereby irrevocably and perpetually assigns, conveys and transfers to Assignee any and all of Assignor’s right, title and interest in and to: (i) the Transferred IP; and (ii) all (A) goodwill associated with any of the Transferred IP, (B) rights to enforce such rights including the right to sue and recover any sums now or hereafter due or payable with respect to any or all of the Transferred IP, and (C) rights to any claims or causes of action related to any of the Transferred IP, whether accruing before, on or after the date hereof, including, without limitation, all rights to and claims for remedies, damages, restitution and injunctive relief for past, current, and future infringement, dilution, 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.

(b) **Waiver of Moral Rights.** To extent not assignable to Assignee pursuant to applicable Law under Section 2(a), to the fullest extent possible under applicable Law, Assignor hereby waives and agrees never to assert any Moral Rights in or with respect to any or all of the Transferred IP, together with any or all claims for damages and other remedies that may be asserted on the basis of Moral Rights.

(c) **Perfection; Further Assurances.** On the Effective Date, for no additional consideration, Assignor shall execute and file with the United States Patent and Trademark Office a Patent Assignment in the form attached hereto as Exhibit B to this Agreement, and subsequent to the Effective Date with respect to any patent, registered copyright, registered trademark or any application for the foregoing issued, registered or filed in Assignor’s name with respect to any Transferred IP, Assignor shall execute and file with the United States Patent and Trademark Office or United States Copyright Office, as applicable, for no additional consideration, such patent, copyright or trademark assignment sufficient to assign and transfer to Assignee all of such Assignor’s right, title and interest in and to such patent, registered copyright, registered trademark or application and in a form reasonably acceptable to Assignee. Further, at any future date, and for no additional consideration but at Assignee’s cost and expense, Assignor agrees to execute and deliver such additional documents and take steps as Assignee reasonably determines are required to perfect Assignee’s ownership of or title to the Transferred IP, as the case may be, including, without limitation, the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing its rights in the Transferred IP, as applicable. This includes, but is not limited to, cooperation in the registration of assignments of patents, trademarks and any other rights which may in Assignee’s opinion require registration for effective assignment. With respect to any domain names included in the Transferred IP, Assignor shall, promptly after the Effective Date with respect to domain names included in the Transferred IP and for no additional consideration, take all steps as may be

reasonably necessary to effect such assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for the assigned domain names, including, without limitation, (i) executing applicable domain name registrar transfer agreements or (ii) arranging for the domain names to be unlocked in preparation for its transfer to Assignee, and providing Assignee with the domain authorization code and any other authorization code that Assignee will need to initiate the transfer of the domain names to Assignee.

3. GENERAL PROVISIONS.

(a) If any term of this Agreement is held invalid or unenforceable for any reason, then the rest of the provisions will continue in full force and effect, and the Parties will substitute a valid provision with the same intent and economic effect as the invalid or unenforceable provision.

(b) Upon execution, this Agreement will constitute the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous oral or written communications, whether express or implied.

(c) This Agreement will not be modified except by a written agreement dated subsequent to the Effective Date and signed by each of the Parties hereto.

(d) No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) Assignor may not assign any rights or obligations hereunder without Assignee's prior express written consent. Assignee may assign this Agreement or any rights granted hereunder without Assignor's consent.

(f) Subject to the foregoing, this Agreement will inure to the benefit of and bind the successors and assigns of the Parties.

(g) This Agreement shall be governed by and interpreted and enforced in and construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of any jurisdiction other than the State of Delaware.

(h) This Agreement 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 Agreement delivered by facsimile, PDF, 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 Agreement.

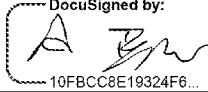
(i) The Parties shall take reasonable measures to keep and hold any confidential information provided under this Agreement in confidence, and a Party shall not disclose such confidential information to any other Person without the prior written consent of the other Party, except (i) as required by Law, (ii) to the Party's affiliates who are subject to confidentiality obligations at least as stringent as those imposed on the Parties herein, (iii) to the Party's agents and representatives who are subject to confidentiality obligations at least as stringent as those imposed on the Parties herein, or (iv) to actual or prospective purchasers or business partners, who are subject to confidentiality obligations at least as stringent as those imposed on the Parties herein, in connection with any due diligence process. Furthermore, in the event that Assignor is dissolved and is unable to satisfy the perfection and further assurances covenants set forth in Section 2(c) herein, Assignee may disclose this Agreement as necessary to perfect its beneficial and record ownership of all right, title and interest in and to the Transferred IP.

[Signature pages follow]

This Intellectual Property Agreement has been executed and delivered by each Party hereto as of the date first written above.

Assignor:

ONION ID, INC.

By:  10FBCC8E19324F6...

Name: Anirban Banerjee

Title: President

[Signature Page to IP Assignment Agreement]

Assignee:

THYCOTIC SOFTWARE, LLC

By: 

Name: James Legg

Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

EXHIBIT A

PATENTS

Title	Pat. No. / App. No.	Filing Date	Issue Date
Transparent proxy system with automated supplemental authentication for protected access resources	App. No. 15/002,632	1/21/16	
Invisible password reset protocol	App. No. 16/272,167	2/11/19	
Invisible password reset protocol	Pat. No. 10,230,736; App. No. 15/003,413	1/21/16	3/12/19
Techniques for facilitating secure, credential-free user access to resources	Pat. No. 10,223,549; App. No. 14/971,778	12/16/15	3/5/19
Techniques for facilitating secure, credential-free user access to resources	Pat. No. 10,515,232; App. No. 16/272,115	2/11/19	12/24/19
Context-based possession-less access of secure information	Pat. No. 10,404,701; App. No. 15/002,611	1/21/16	9/3/19
Context-based possession-less access of secure information	App. No. 16/515,700	7/18/19	
Data shield system with multi-factor authentication	App. No. 62/978,685	2/19/20	

EXHIBIT B

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Patent Assignment Agreement") is made and entered into as of March 18, 2020, by and between Onion ID, Inc., a Delaware corporation (the "Assignor"), and Thycotic Software, LLC, a Delaware limited liability company (the "Assignee") (Assignee and Assignor each, a "Party" and collectively, the "Parties").

WHEREAS, Assignor is the owner of the patents set forth on Schedule A attached hereto, including the inventions described and claimed in such patents (the "Inventions"), including divisionals, continuations-in-part, provisionals, reissues, reexaminations or interferences thereof (the "Patents").

WHEREAS, pursuant to that certain Intellectual Property Agreement, dated as of March 18, 2020, by and between Assignee and Assignor (the "IP Agreement"), Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer all of Assignor's right, title, and interest in and to the Patents to Assignee, and Assignee desires to receive all right, title, and interest in and to the Patents.

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

1. Definitions. Capitalized terms used in this Patent Assignment Agreement that are not defined in the body of this Patent Assignment Agreement have the meanings given to them in the IP Agreement.

2. Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, (a) all of Assignor's right, title, and interest in and to the Patents and the Inventions, (b) any patents that may be granted for the Inventions in the United States and all other countries, territories and jurisdictions of the world, (c) 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 (d) 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, dilution, 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. Assignor further authorizes Assignee to file for and request that the United States Patent and Trademark Office, any successor offices thereto or any other corresponding bodies in each of the other countries, territories and jurisdictions of the world issue any and all patents resulting from the Patents to Assignee. Assignor represents and warrants that it has the ability to convey all rights and interests herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

3. Further Assurances. Assignor shall take such steps and actions, and provide such cooperation and assistance at Assignee's expense the Assignee and its successors, assigns, and legal representatives, in connection with the Inventions and the Patents, or for any inventions and discoveries derived therefrom, as may be necessary to effect, evidence, or perfect the assignment of the Patents and the Inventions to the Assignee or any assignee or successor thereto, including, but not limited to: the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, documents in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar treaties and agreements, or other lawful papers; the execution and delivery of all papers necessary in connection with any administrative or judicial proceedings; and the provision of information and testimony and cooperation in every way in obtaining and producing evidence and prosecuting such proceedings.

4. Governing Law. This Patent Assignment Agreement shall be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of any jurisdiction other than the State of Delaware.

5. No Conflict. Nothing in this Patent Assignment Agreement shall alter any liability or obligation of the parties hereto arising under the Stock Purchase Agreement. In the event of a conflict between the terms and conditions of this Patent Assignment Agreement and the terms and conditions of the Stock Purchase Agreement, the terms and conditions of the Stock Purchase Agreement shall govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Patents except as specifically set forth in the Stock Purchase Agreement.

6. No Modifications. This Patent Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both Parties.

7. Successors and Assigns. This Patent Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

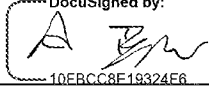
8. Counterparts. This Patent Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment Agreement as of the date first written above.

Assignor:

ONION ID, INC.

By:  _____
10EBCC8F19324E6

Name: Anirban Banerjee

Title: President

[Signature Page to Patent Assignment Agreement]

Assignee:

THYCOTIC SOFTWARE, LLC

By: 

Name: James Legg

Title: Chief Executive Officer

[Signature Page to Patent Assignment Agreement]

SCHEDULE A

PATENTS

Title	Pat. No. / App. No.	Filing Date	Issue Date
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Invisible password reset protocol	App. No. 16/272,167	2/11/19	
Invisible password reset protocol	Pat. No. 10,230,736; App. No. 15/003,413	1/21/16	3/12/19
Techniques for facilitating secure, credential-free user access to resources	Pat. No. 10,223,549; App. No. 14/971,778	12/16/15	3/5/19
Techniques for facilitating secure, credential-free user access to resources	Pat. No. 10,515,232; App. No. 16/272,115	2/11/19	12/24/19
Context-based possession-less access of secure information	Pat. No. 10,404,701; App. No. 15/002,611	1/21/16	9/3/19
Context-based possession-less access of secure information	App. No. 16/515,700	7/18/19	
Data shield system with multi-factor authentication	App. No. 62/978,685	2/19/20	