

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6188711

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IOLO TECHNOLOGIES LLC	06/30/2020
RECEIVING PARTY DATA	
Name:	REALDEFENSE LLC
Street Address:	1541 OCEAN AVE, SUITE 200
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90401
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8819427
Patent Number:	7873877
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:	8186596501
Email:	astander@invictusadvisors.com
Correspondent Name:	ASHLEY STANDER
Address Line 1:	950 COUNTY SQUARE, SUITE 104
Address Line 4:	VENTURA, CALIFORNIA 93003
ATTORNEY DOCKET NUMBER:	RD - PATENT ASSIGNMENT
NAME OF SUBMITTER:	ASHLEY STANDER
SIGNATURE:	/Ashley Stander/
DATE SIGNED:	07/07/2020
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Assignment") is dated as of June 30, 2020 (the "Effective Date") by and between iolo technologies, LLC, a California limited liability company ("Assignor"), and RealDefense LLC ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith, by and among Assignor, Assignee, and Phoenix Technologies Ltd., a Delaware corporation ("Parent"), (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Assigned Marks (as defined below).

NOW THEREFORE, in consideration of the mutual promises contained in the Asset Purchase Agreement and this Assignment, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the Patents set forth on Schedule 1 attached hereto, and (ii) any goodwill associated with any of the foregoing (collectively, the "Assigned Marks").

3. Further Assurances. Each party hereto shall, at the reasonable request of any other party hereto, and at the requesting party's cost and expense, reasonably cooperate with the other parties hereto, execute and deliver, or cause to be executed and delivered, all such other instruments and take, or cause to be taken, all such other actions as such party hereto may reasonably be requested to take by any other party hereto at any time and from time to time after the date of this Assignment, consistent with the terms of this Assignment and the Asset Purchase Agreement, to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit the assignment of the Assigned Marks as contemplated herein.

4. No Modification of the Asset Purchase Agreement. This Assignment is made pursuant to, and is subject to the terms of, the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of Assignor or Assignee under the Asset Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

5. Amendment; Successors and Assigns. This Assignment may be amended, modified or supplemented only by written agreement of all parties hereto. This Assignment shall be

binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be an original with the same effect as if the signatures on each counterpart were upon the same instrument.

7. Headings. The headings in this Assignment are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this Assignment.

8. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the conflict of laws rules of such state.

9. Entire Agreement. This Assignment and the Asset Purchase Agreement (including the schedules, exhibits, and annexes thereto) constitute the entire agreement between the parties hereto with respect to the subject matter contained herein. This Assignment and the Asset Purchase Agreement (including the schedules, exhibits, and annexes thereto) supersede all prior agreements and understandings, both oral and written, between the parties hereto with respect to the subject matter contained herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR

IOLO TECHNOLOGIES LLC

Andrew Kang

By: Andrew Kang

Title: Chief Financial Officer

ASSIGNEE

REALDEFENSE LLC

By: Gary Guseinov

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

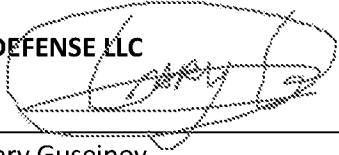
ASSIGNOR

IOLO TECHNOLOGIES LLC

By:
Title:

ASSIGNEE

REALDEFENSE LLC



By: Gary Guseinov
Title: Chief Executive Officer

Schedule 1
Patents

PATENTS					
Country	Application Number	Patent Number	Date Filed	Issue Date	Title
United States	13/524297	8819427	15-Jun-12	26-Aug-14	Device-Specific Secure Licensing
United States	11/998629	7873877	30-Nov-07	18-Jan-11	System And Method For Performance Monitoring And Repair Of Computers