507265756 05/04/2022

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7312677

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JAROONA GMBH	04/01/2022

#### **RECEIVING PARTY DATA**

Name:	VERACODE, INC.
Street Address:	65 NETWORK DRIVE
City:	BURLINGTON
State/Country:	MASSACHUSETTS
Postal Code:	01803

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16418475

#### **CORRESPONDENCE DATA**

**Fax Number:** (512)670-8904

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.

**Correspondent Name:** GILLIAM IP PLLC (VERACODE, INC.) **Address Line 1:** 21750 HARDY OAK BLVD STE 104

Address Line 2: PMB 67745

Address Line 4: SAN ANTONIO, TEXAS 78258

ATTORNEY DOCKET NUMBER:	JOO181676
NAME OF SUBMITTER:	MELISSA R. LUCAS
SIGNATURE:	/Melissa R. Lucas/
DATE SIGNED:	05/04/2022

## **Total Attachments: 6**

source=JOO181676\_Assignment\_JaroonaGmbHToVeracode\_Filed20220504#page1.tif source=JOO181676\_Assignment\_JaroonaGmbHToVeracode\_Filed20220504#page2.tif source=JOO181676\_Assignment\_JaroonaGmbHToVeracode\_Filed20220504#page3.tif source=JOO181676\_Assignment\_JaroonaGmbHToVeracode\_Filed20220504#page4.tif source=JOO181676\_Assignment\_JaroonaGmbHToVeracode\_Filed20220504#page5.tif

PATENT 507265756 REEL: 059809 FRAME: 0866

 $source = JOO181676\_Assignment\_JaroonaGmbHToVeracode\_Filed 20220504\#page 6.t if$ 

#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "<u>Agreement</u>") is made as of \_April 1, 2022 by and between Jaroona GmbH, an Austrian limited liability company ("<u>Assignor</u>"), and Veracode, Inc., a Delaware limited liability company ("<u>Assignee</u>" and together with Assignor, the "<u>Parties</u>"). Except as otherwise defined herein or in any Exhibit attached hereto, capitalized terms used herein shall have the same meanings as set forth in the Asset Purchase Agreement, dated as of the date hereof (the "<u>Purchase Agreement</u>"), among Assignor, Assignee and the other signatories thereto.

## **RECITALS**

WHEREAS, Assignor and Assignee have entered into that certain Purchase Agreement, pursuant to which Assignee has agreed to purchase all right, title and interest in and to the Purchased Assets, which includes the Company Intellectual Property; and

WHEREAS, pursuant to the Purchase Agreement, Seller agreed to sell, convey, transfer, assign and deliver, and to cause Assignor to sell, convey, transfer, assign and deliver, to Assignee, all of Assignor's right, title and interest in and to the Company Intellectual Property, free and clear of all encumbrances.

NOW, THEREFORE, in consideration of the above Recitals and in exchange for the Purchase Price, as set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in and to the following, free and clear of all encumbrances:
- (a) the Company Intellectual Property in accordance with the Purchase Agreement, along with any and all registrations and applications for the Company Intellectual Property and any renewals and extensions of registrations or applications thereof that may be secured under any applicable law now or hereafter in effect, including but not limited to the Company Intellectual Property identified on Schedule 1 attached hereto; and
- (b) the right to bring suit and recover damages for past, present and future infringement, dilution, misappropriation or violation of any Company Intellectual Property everywhere in the world.
- 2. Assignor will provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor): (a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Company Intellectual Property; and (b) in the implementation or perfection of this Agreement.

- 3. Assignor will cooperate to the extent reasonably necessary for Assignee to make any and all required filings to effectuate the assignment and transfer of the Company Intellectual Property to Assignee. Such cooperation will include, without limitation, the execution of the domain name and social media assignment documentation in substantially the same form as Schedule 1 attached hereto.
- 4. This Agreement is being delivered in connection with and subject to the Purchase Agreement, and, to the extent of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern and control.
- 5. Nothing contained in this Agreement is intended to provide any right, interest or remedy to any Person, other than Assignor and Assignee.
- 6. This Agreement, the negotiation, terms and performance of this Agreement, the rights of the Parties under this Agreement, the contemplated transactions or the negotiation, terms or performance hereof or thereof (whether sounding in contract, tort or otherwise), and all Actions arising under or in connection with this Agreement, will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.
- 7. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances. It is understood by the Parties that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Company Intellectual Property assigned to Assignee hereunder.
- 8. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission (e-mail) in portable document format (.pdf) shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic transmission (e-mail) in portable document format (.pdf) shall be deemed to be their original signature for all purposes. Each Party hereby agrees that this Agreement may be executed and entered into electronically and that any electronic signature (as defined below), whether digital or encrypted, used by any Party is intended to authenticate this Agreement and to have the same legal force and effect as a manual signature. For purposes of this Section 8, the term "electronic signature" means any electronic symbol, designation or process attached to or logically associated with an agreement, document, instrument, record or contract and adopted by a Party with the intent to sign such agreement, document, instrument, record or contract.
- 9. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT

THAT THEY SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE NEGOTIATION, TERMS OR PERFORMANCE HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES HERETO AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS SECTION 9 WITH ANY COURT OF COMPETENT JURISDICTION AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES HERETO. THE PARTIES HERETO FURTHER AGREE TO IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION AND ANY SUCH ACTION SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

(Remainder of Page Left Intentionally Blank – Signature Pages Follow)

## **SCHEDULE 1**

# **Company Registered Intellectual Property**

# Patent Application

U.S. Patent Application Serial No. 16/418,475, filed on 21-May-2019 entitled "Blockchain Security"

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed and delivered as of the date first written above.

### ASSIGNOR:

Jarcona, GmbH,

An Austrian Limited Liability Company

By:

Name: Title:

ASSIGNEE:

Veracode, Inc.

Delaware limited liability company

Name: Samskriti King
Title: Chief Executive Officer

Signature Page to Intellectual Property Assignment Agreement

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed and delivered as of the date first written above.

ASSIC	GNOR:
	na, GmbH, strian Limited Liability Company
By: Name: Title:	
ASSIC	
	ode, Inc. are limited liability company
22 W 20 W	a v ranness country exemples.
By:	Samblah Kiry
Name:	Samskriti King
Title:	Chief Executive Officer

Signature Page to Intellectual Property Assignment Agreement

**RECORDED: 05/04/2022**