

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7841214

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PORTUNUS PARENT, LLC	12/30/2021
RECEIVING PARTY DATA	
Name:	AURA HOLDCO, LLC
Street Address:	250 NORTHERN AVENUE
Internal Address:	3RD FL
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02210
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15597036
CORRESPONDENCE DATA	
Fax Number:	(202)824-3001
<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:	2028243000
Email:	bwptopat@bannerwitcoff.com, mseasay@bannerwitcoff.com
Correspondent Name:	BANNER & WITCOFF, LTD.
Address Line 1:	110013TH ST. NW
Address Line 2:	STE 1200
Address Line 4:	WASHINGTON, D.C., D.C. 20005
ATTORNEY DOCKET NUMBER:	007152.00005
NAME OF SUBMITTER:	CHRISTOPHER R. GLEMBOCKI
SIGNATURE:	/Christopher R. Glembocki/
DATE SIGNED:	03/13/2023
Total Attachments: 8	
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement (the “Agreement”), dated as of December 30, 2021 (the “Effective Date”), is by and between Portunus Parent, LLC (“Assignor”), and Aura Holdco, LLC (“Assignee”).

Recitals

- A. This Agreement sets forth the terms and conditions upon which Assignor transfer and assign to Assignee, and Assignee will receive from Assignor, certain assets of Assignor; and
- B. In consideration of the representations and warranties, covenants and conditions set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment of Acquired IP.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of this Agreement, Assignor does hereby convey, transfer, set over, assign and deliver to Assignee, effective as of the Effective Date, Assignor’s entire right, title and interest in and to the Acquired IP for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made.

2. Definitions.

- (a) “Acquired IP” means the assets listed in Schedule A (Acquired IP) together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Acquired IP, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
- (b) “Patents” means any patents, industrial designs and other rights in inventions however denominated in the applicable jurisdiction, including all filed, pending or potential applications for patents, including any divisional, continuation or continuation-in-part applications throughout the world now or hereafter filed, and all patent reissues and reexaminations.
- (c) “Trademarks” means any and all trademarks, trade names, service marks, certification marks, collective marks and other proprietary rights to words, names, slogans, symbols, logos, devices, sounds, other things or combination thereof used to identify, distinguish and indicate the source or origin of goods or services, and all registrations, renewals and applications for registration, equivalents and counterparts of the foregoing under any jurisdiction worldwide, and the goodwill of the business associated with each of the foregoing.
- (d) “Trade Secret” means information that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to

maintain its secrecy, including a formula, pattern, compilation, program device, method, technique, process, invention, discovery, know-how, customer lists, software source code, data, databases, drawings and blueprints that meet the requirements of clauses (i) and (ii) of this paragraph.

- (e) “Copyright” means any copyrights, published and unpublished copyrightable works, mask work rights, rights in databases, data collections, software, websites, compilations, collective works and derivative works, copyright registrations and applications for copyright registration and equivalents and counterparts of any of the foregoing.
 - (f) “Domain Names” means all Internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith and all registrations and applications for any of the foregoing.
 - (g) “App Store Accounts” means all accounts credentials and rights to or in an account used to publish applications to an app store, such as Google Play Store, the Apple App Store, or any other like app store.
3. **Delivery.** Within five (5) days after the Effective Date, to the extent not already delivered to Assignee, Assignor will deliver to Assignee all materials in the possession or control of Assignor or its corporate affiliates (other than Assignee), or any of its or their partners, directors, managers, officers, members, employees, consultants or independent contractors as of the Effective Date, that embody any of the Acquired IP, including hardcopy documents, electronic documents, digital media, technology and other physical items.
4. **Further Assurances and Assistance.** Assignor will, from time to time after the Effective Date, at Assignee’s reasonable request and without further consideration, (a) execute and deliver such further instrumentation of transfer and assignment or take such other actions as may be reasonably necessary to give effect to the transactions contemplated hereby, including the execution and delivery of any affidavits, declarations, oaths, exhibits, specimens and other documentation as reasonably required to give effect to this Agreement; and (b) provide Assignee with cooperation and assistance in connection with the prosecution or defense of any interference, opposition, infringement or other proceeding that may arise with respect to the Acquired IP.
5. **Representations and Warranties by Assignor.** Assignor represents and warrants to Assignee that the representations and warranties contained in this Section 5 are true, correct and complete as of the date hereof.
- (a) Organization and Standing. Assignor is a duly organized entity, validly existing and in good standing under the laws of which it was formed.
 - (b) Authority for Agreement. Assignor has full corporate or other power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action of Assignor. This Agreement constitutes the valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except as (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws, now or hereafter in effect, affecting creditors’ rights and remedies generally and (ii) certain forms of equitable relief

may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(c) Acquired IP.

- (i) All of Assignor's rights to and interest in the Acquired IP are freely transferable.
- (ii) Assignor owns the Acquired IP free and clear of all liens, and no current or former partner, director, manager, officer, member, employee, consultant, independent contractor or corporate affiliate of Assignor (or any predecessor in interest) will, after giving effect to the transactions contemplated herein, own or retain any rights in or to any of the Acquired IP.
- (iii) All Patents assigned hereunder have been duly registered in, applied for, filed in or issued by the applicable patent offices, and have been properly maintained and renewed in accordance with all applicable laws and regulations of each such country.
- (iv) No proceedings have been instituted or are pending or, to the knowledge of Assignor, threatened, which challenge Assignor's rights in respect of the Acquired IP.
- (v) To the knowledge of Assignor, none of the Acquired IP is being infringed by another person, nor are any of them subject to any outstanding order, decree, ruling, charge, injunction, judgment or stipulation.

- (d) Consents. No consent of any third party is required to be obtained by Assignor and no consent, approval, order authorization of, or registration, qualification, designation, declaration or filing with any governmental entity is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby or thereby.

6. **Representations and Warranties by Assignee.** Assignee represents and warrants to Assignor that the representations and warranties contained in this Section 6 are true, correct and complete as of the date hereof.

- (a) Organization and Standing. Assignee is a duly organized entity, validly existing and in good standing under the laws of which it was formed.
- (b) Authority. Assignee has full corporate or other power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action of Assignee. This Agreement has been duly executed and delivered by Assignee and constitutes the valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms, except as (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws, now or hereafter in effect, affecting creditors' rights and remedies generally and (ii) certain forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

7. **Consents.** Assignor will, at no additional charge, take, or cause to be taken, all actions, and do, or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable, including cooperating with Assignee in connection with all filings, submissions, applications and requests required to be obtained from or delivered to any governmental entity in order to fully effect the assignment of the Acquired IP and to perfect Assignee's rights in the Acquired IP.
8. **Miscellaneous.**
- (a) Expenses. Each party will bear its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Agreement and the consummation of the transactions contemplated herein.
 - (b) Taxes. Assignee will pay all sales, use, value added tax, excise and other transfer taxes and charges applicable to the transfer and the transfer of the Acquired IP to Assignee as contemplated by this Agreement.
 - (c) Notices. All notices under this Agreement will be delivered personally, sent by nationally recognized express courier or sent by certified or registered mail, return receipt requested, to the recipient party's address shown on the signature page or previously specified by notice in compliance with this Section. Notices will be deemed effective on personal receipt, two days after dispatch if sent as required by courier and four days after deposit in the mail if mailed as required by mail.
 - (d) Amendment and Modification. This Agreement may not be amended or supplemented in any respect except through a written agreement signed by both parties' duly authorized representatives.
 - (e) Interpretation. The parties have participated jointly in the negotiation and drafting of this Agreement. If ambiguity or any question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of the authorship of any provisions of this Agreement. References to and mentions of the word "including" or the phrase "e.g." means "including, without limitation."
 - (f) Counterparts. This Agreement may be executed in separate counterparts, each of which when executed and delivered will be deemed to be an original but both of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission will be as effective as delivery of a manually executed counterpart.
 - (g) Entire Agreement; Third Party Beneficiaries. This document constitutes the complete and final expression of the parties' agreement about its subject matter and supersedes all prior or contemporaneous, written or oral, communications or understandings about such subject matter. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than Assignee, Assignor or their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

- (h) Severability. If any term or other provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect.
- (i) Governing Law. This Agreement and any dispute arising out of, relating to, or in connection with this Agreement, will be governed and construed in accordance with the laws of the State of Delaware applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.
- (j) Jurisdiction. Each party hereby (i) expressly and irrevocably submits to the exclusive personal jurisdiction of any state or federal court located within the State of Delaware for all claims or actions arising out of this Agreement or any of the transactions contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iii) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated hereby in one of the foregoing courts; provided that each of the parties may bring any action or proceeding for enforcement of a judgment entered by any such court in any other court or jurisdiction.
- (k) Specific Performance. Each party agrees that the failure of any other party to perform its agreements and covenants hereunder will cause irreparable damage to the other party and that the other party would not have any adequate remedy at law in such event. Accordingly, each party will be entitled to seek injunctive or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.
- (l) Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- (m) Headings. Headings of the articles and sections of this Agreement are for convenience of the parties only and will be given no substantive or interpretative effect whatsoever.
- (n) Waivers. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

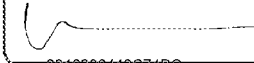
* * * * *

Signature Page to Follow

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Each of Assignor and Assignee has caused this Agreement to be signed and delivered by its duly authorized representative.

Portunus Parent, LLC

By: 
3346380443C74BC...

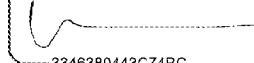
Name: Hari Ravichandran

Title: Chief Executive Officer

Notice Address:

Portunus Parent, LLC
2553 Dulles View Drive
Suite 400
Herndon, VA 20171

Aura Holdco, LLC

By: 
3346380443C74BC...

Name: Hari Ravichandran

Title: Chief Executive Officer

Notice Address:

Aura Holdco, LLC
2553 Dulles View Drive
Suite 400
Herndon, VA 20171

SCHEDULE A
ACQUIRED IP

The following assets are included in the definition of Acquired IP:

1. Patents.

All Assignor owned Patents and all other Patents that Assignor holds a license to.

2. Trademarks.

All Assignor owned Trademarks and all other Trademarks that Assignor holds a license to.

3. Trade Secrets.

All Assignor owned Trade Secrets and all other Trade Secrets that Assignor holds a license to.

4. Copyrights.

All Assignor owned Copyrights and all other Copyrights that Assignor holds a license to.

5. Domain Names.

All Assignor owned Domain Names and all other Domain Names that Assignor holds a license to.

6. User Data.

All data in the possession of Assignor which belongs to any users of any products or customers of the Growth Business.

7. App Store Accounts.

All Assignor owned App Store Accounts and all other App Store Accounts that Assignor holds a license to.

8. “Growth Business” means

- (a) the business and operations (including all contracts) related to the following products and services:
 - (i) (i) Identity Guard (including all resales of Identity Guard, through the employee benefits channel or otherwise), but excluding (A) resales of Identity Guard with respect to breach revenue channels and (B) the ITAC Sentinel product previously sold;
 - (ii) the Aura suite of products and services (including products under development and all resales of Aura, through the employee benefits channel or otherwise);
 - (iii) Figleaf/ Aura Privacy;

- (iv) TouchVPN;
 - (v) the VPN SDK platform as a service; and
- (b) contracts with Dashlane USA, Inc., Zander Insurance Agency and Yahoo, Inc. or their affiliates.