

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8306617

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CF INTERMEDIATE HOLDINGS, LLC	12/31/2022
RECEIVING PARTY DATA		
Name:	CF NEWCO, INC.	
Street Address:	250 NORTHERN AVENUE, 3RD FL	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02210	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8396747
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:	18587205700	
Email:	patentprocurement@perkinscoie.com	
Correspondent Name:	PERKINS COIE LLP	
Address Line 1:	PO BOX 1247	
Address Line 4:	SEATTLE, WASHINGTON 98111-1247	
ATTORNEY DOCKET NUMBER:	145822.8001.US00	
NAME OF SUBMITTER:	JILL COYMAN	
SIGNATURE:	/Jill Coyman/	
DATE SIGNED:	12/01/2023	
Total Attachments: 3		
source=2022-12-31 CF INTERMEDIATE HOLDINGS, LLC - CF NEWCO, INC. - Assignment and Assumption Agreement#page1.tif		
source=2022-12-31 CF INTERMEDIATE HOLDINGS, LLC - CF NEWCO, INC. - Assignment and Assumption Agreement#page2.tif		
source=2022-12-31 CF INTERMEDIATE HOLDINGS, LLC - CF NEWCO, INC. - Assignment and Assumption Agreement#page3.tif		

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “*Agreement*”) is made and entered into as of December 31, 2022, between CF INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“*Assignor*”), and CF NEWCO, INC., a Delaware corporation (“*Assignee*”).

RECITALS

A. Assignor and Assignee entered into that certain Contribution and Distribution Agreement, dated on or about the date hereof (the “*Contribution Agreement*”), pursuant to which, among other things, Assignor agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Partner Business and VPN Assets (as such term is defined in the Contribution Agreement) (the “*Assigned Assets*”), on the terms and subject to the conditions set forth in the Contribution Agreement. Each capitalized term used but not otherwise defined herein has the meaning ascribed to such term in the Contribution Agreement

B. As of immediately following the Aura Holdco Contribution, Assignor owns all of the Partner Business and VPN Assets, including 100% of the VPN Units.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee, free and clear of any liens or encumbrances, the Assigned Assets. Assignee hereby accepts the assignment set forth in this Section 1. Effective as of the Effective Date, (a) Assignor shall automatically, and without the necessity of any further action, withdraw as member from TouchVPN and (b) Assignee shall automatically, and without the necessity of any further action, be admitted as member of VPN.

2. Further Assurances. From time to time after the Effective Date, each of the parties shall use commercially reasonable efforts to promptly, upon the request of the other party, (a) execute, acknowledge and deliver (to any other party, as may be appropriate) all further assignments, transfers, consents, assumptions and other documents and instruments and (b) perform (or cause the performance of) any other acts, in each instance, that may be reasonably necessary, requested or appropriate to evidence or give effect to the provisions of, and the transaction contemplated by, this Agreement and which are consistent with the provisions of this Agreement.

3. Terms of the Contribution Agreement. This Agreement is subject to all of the representations, warranties, covenants and agreements set forth in the Contribution Agreement, all of which are incorporated by reference. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall prevail.

4. Binding on Successors and Assigns; Assignment. Subject to the following sentence, the provisions of this Agreement shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns. No party may assign this Agreement or any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

5. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or sent by email in portable document format (PDF)) in any number of counterparts and it shall be sufficient that the original, email or facsimile signature of each party appear on one or more counterparts. All counterparts shall collectively be deemed to constitute a single agreement, such agreement becoming effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart.

6. Amendments. No modification, amendment or supplement of this Agreement, whether by course of conduct or otherwise, shall be deemed effective unless in writing and signed on behalf of Assignor and Assignee, except as otherwise expressly set forth herein.

7. Severability. If any provision in this Agreement is invalid, illegal, unlawful, void or incapable of being enforced by any applicable law or public policy, then it is the intent of the parties that, consistent with and with a view towards preserving the economic and legal arrangements among the parties as expressed in this Agreement, all other provisions of this Agreement shall nevertheless remain in full force and effect and be construed as if such illegal, invalid, unlawful, void or unenforceable provision were not contained in this Agreement, so long as the economic or legal substance of the transaction contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon a determination that any provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transaction contemplated by this Agreement is consummated as originally contemplated to the greatest extent possible.

8. Governing Law. This Agreement shall be governed by and construed and the rights and obligations of Assignor and Assignee hereunder determined in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

9. No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than Assignor and Assignor and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, no person may rely hereon or derive any benefit hereby as a third-party beneficiary or otherwise.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

ASSIGNOR:

CF INTERMEDIATE HOLDINGS, LLC

DocuSigned by:

By: 
7BBBB33F7E9A41B...
Name: Adam Belmonte
Title: Chief Financial Officer

ASSIGNEE:

CF NEWCO, INC.

DocuSigned by:

By: 
7BBBB33F7E9A41B...
Name: Adam Belmonte
Title: Chief Financial Officer