

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Ridge Networks, Inc.		03/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AppGuard LLC		
Street Address:	14120 Parke Long Ct. #201		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3883436	APPGUARD	
Serial Number:	86967336	IOTGUARD	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	2027287021		
Email:	cfountain@cooley.com		
Correspondent Name:	Cheryl Fountain		
Address Line 1:	1299 Pennsylvania Ave, NW, Ste 700		
Address Line 2:	Cooley LLP		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	329157-20000		
NAME OF SUBMITTER:	Cheryl Fountain/Senior Paralegal		
SIGNATURE:	/cherylfountain/		
DATE SIGNED:	04/12/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (“*Trademark Assignment*”), dated as of March 30, 2017, is made by Blue Ridge Networks, Inc., a Delaware corporation (“*Transferor*”), in favor of AppGuard LLC, a Delaware limited liability company (“*Transferee*”), the transferee of certain assets of Transferor pursuant to a Contribution Agreement between Transferor and Transferee, dated as of the date hereof (the “*Contribution Agreement*”).

WHEREAS, under the terms of the Contribution Agreement, Transferor has conveyed, transferred, and assigned to Transferee, among other assets, certain intellectual property of Transferor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers, and assigns to Transferee, its successor and assigns, and Transferee hereby accepts, all of Transferor’s right, title, and interest in and to the following (the “*Assigned Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, with the Transferee being the successor to the Transferor's business, or portion of the business to which the Assigned Trademarks pertain:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout 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.

2. Recordation and Further Actions. Transferor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Transferee. Following the date hereof, upon Transferee’s reasonable request, and at Transferee’s sole cost and expense, Transferor shall take such steps and actions, and provide such cooperation and assistance to Transferee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits,

declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Transferee, or any assignee or successor thereto and to maintain, enforce and exploit the Assigned Trademarks.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Transferor and Transferee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, 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 Trademark Assignment.

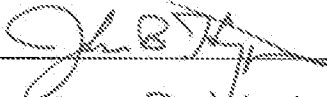
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action or proceeding arising out of or based upon this Trademark Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in the city of Wilmington and County of New Castle, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first above written.

BLUE RIDGE NETWORKS, INC.

By 
Name: John B. Higginbotham
Title: Chairman & CEO

APPGUARD LLC

By 
Name: John S. Robling Jr.
Title: CHIEF FINANCIAL OFFICER

[SIGNATURE PAGE]

4839-0995-6933.v2

TRADEMARK
REEL: 006033 FRAME: 0092

SCHEDULE 1
TRADEMARKS

1. AppGuard; US Serial Number 77605997; Registration Number 3883436
2. AppGuard: International Registration Number (Japan) 0995113
3. IOTGuard: US Serial Number 86967336