

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314217

| | | | |
|-----------------------------------|--|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Mandiant, LLC | | 01/01/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FireEye, Inc. | | |
| Street Address: | 1440 McCarthy Blvd. | | |
| City: | Milpitas | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95035 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 22 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86027101 | THE HIGHEST LEVEL OF SECURITY IS A CONST | |
| Serial Number: | 86027091 | UNHACK YOURSELF | |
| Serial Number: | 85523177 | KNOW YOU'RE SECURE | |
| Serial Number: | 85501637 | STRIKEFINDER | |
| Serial Number: | 85260943 | AGENT ANYWHERE | |
| Serial Number: | 85888602 | R | |
| Serial Number: | 85886370 | REDLINE | |
| Serial Number: | 85824435 | TOOLS OF ENGAGEMENT | |
| Serial Number: | 85812092 | MCIRT | |
| Serial Number: | 85782640 | TIMEWRINKLE | |
| Serial Number: | 85782636 | TIMECRUNCH | |
| Serial Number: | 85755122 | ATTACK THE SECURITY GAP | |
| Serial Number: | 85596421 | STATE OF THE HACK | |
| Serial Number: | 85567871 | M-UNITION | |
| Serial Number: | 85567860 | FRESH PRINTS OF MAL-WARE | |
| Serial Number: | 85567830 | MIRCON | |
| Serial Number: | 85529608 | MTRENDS | |
| Serial Number: | 85202942 | MIR | |
| Serial Number: | 78904030 | MANDIANT | |
| TRADEMARK | | | |

OP \$565.00 86027101

| Property Type | Number | Word Mark |
|----------------|----------|-------------------------|
| Serial Number: | 77659006 | FIND EVIL. SOLVE CRIME. |
| Serial Number: | 77658986 | M |
| Serial Number: | 77297123 | INTELLIGENT RESPONSE |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 7036833141
Email: legal@mandiant.com
Correspondent Name: Rebecca Stroder
Address Line 1: 2318 Mill Road
Address Line 2: Suite 500
Address Line 4: Alexandria, VIRGINIA 22314

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | ASSIGNMENT |
| NAME OF SUBMITTER: | Rebecca Stroder |
| SIGNATURE: | /s/ Rebecca Stroder |
| DATE SIGNED: | 08/15/2014 |

Total Attachments: 8

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source=Mandiant LLC to FireEye Assignment#page4.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into and effective this 1st day of January, 2014, between Mandiant, LLC, a Delaware limited liability company ("Assignor"), and FireEye, Inc., a Delaware corporation ("Assignee").

Whereas, Assignor owns the intellectual property identified in Exhibit A, consisting of the trademarks identified in Exhibit A ("Trademarks"), copyrights identified in Exhibit A ("Copyrights") and domain names identified in Exhibit A ("Domain Names"), and trade secrets identified in Exhibit A ("Trade Secrets") (collectively, the Trademarks, Copyrights, Domain Names and Trade Secrets will be referenced herein as the "Intellectual Property"); and

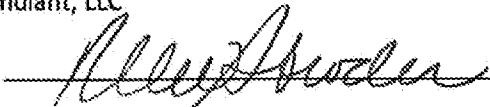
Whereas, Assignee desires to acquire the Intellectual Property from Assignor, and Assignor desires to assign, transfer and convey the Intellectual Property to Assignee;

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor has assigned, transferred and conveyed, and does hereby assign, transfer and convey unto Assignee, and its successors and assigns all right, title and interest in and to the Intellectual Property throughout the world. Such rights include:
 - a. All rights in any registrations and applications embodying the Intellectual Property;
 - b. The goodwill of Assignor connected with the use of and symbolized by the Trademarks;
 - c. All rights of reversion, renewal and extension in all of the Intellectual Property;
 - d. All claims whether accruing before, on and/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, 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;
 - e. The right to record this Agreement at the United States Patent and Trademark Office, the United States Copyright Office, and any other similar official authority throughout the world, and to take all steps necessary to vest in Assignee the rights granted herein.
2. Assignor agrees that, when requested, it will, at Assignee's cost and expense, sign all papers, take all rightful oaths, and do all acts that may be necessary, desirable or convenient for securing and maintaining the Intellectual Property and for vesting title thereto in Assignee, its successors and assigns, and their nominees.
3. Assignee hereby grants to Assignor a non-exclusive license to use, reproduce, affix, display, distribute, perform and create derivatives of the Intellectual Property solely for Assignor's business, subject to Assignee's rights to inspect such use and maintain quality control over the Assignor's use of the Intellectual Property, and subject further to Assignee's right to terminate this non-exclusive license at any time on notice to Assignor.

In witness whereof, each party has executed this agreement by its duly authorized representative.

Mandiant, LLC

By: 
Name: Rebecca Stroder
Title: Director, Legal

FireEye, Inc.



By: 
Name: Jill Passalacqua
Sr. Director, Legal
Title: _____



Exhibit A

Intellectual Property

Trademarks

All rights in any and all registered and unregistered trademarks, including the following:

| MARK | JURISDICTION | STATUS | DATE | NUMBER |
|---|---------------|--|-------------------|----------|
| MANDIANT | United States | Registered | November 13, 2007 | 3334954 |
| INTELLIGENT RESPONSE | United States | Registered | March 31, 2009 | 3599451 |
|  | United States | Registered | March 2, 2010 | 3753817 |
| MIR | United States | Registered | February 28, 2012 | 4104161 |
| MTRENDS | United States | Registered | August 14, 2012 | 4190770 |
| MIRCON | United States | Registered | May 28, 2013 | 4340918 |
| FRESH PRINTS OF MAL-WARE | United States | Registered | May 28, 2013 | 4340819 |
| M-UNITION | United States | Registered | May 21, 2013 | 4337226 |
| STATE OF THE HACK | United States | Registered | May 7, 2013 | 4330655 |
| TOOLS OF ENGAGEMENT | United States | Registered | June 24, 2013 | 4358167 |
| MCIRT | United States | Registered | June 25, 2013 | 4358139 |
| FIND EVIL. SOLVE CRIME | United States | Abandoned | January 29, 2009 | 77659006 |
| AGENT ANYWHERE | United States | Application -- Notice of Allowance issued | March 8, 2011 | 85260943 |

| | | | | |
|---|---------------|--|-------------------|---|
| STRIKEFINDER | United States | Application – Notice of Allowance issued | December 21, 2011 | 85501637 |
| KNOW YOU'RE SECURE | United States | Application – Notice of Allowance issued | January 23, 2012 | 85523177 |
| ATTACK THE SECURITY GAP | United States | Application – Notice of Allowance issued | Oct. 16, 2012 | 85755122 |
| TIMECRUNCH | United States | Application – Notice of Allowance issued | November 19, 2012 | 85782636 |
| TIMEWRINKLE | United States | Application – Notice of Allowance issued | November 19, 2012 | 85782640 |
| REDLINE | United States | Registered | November 19, 2013 | 4435770 |
|  | United States | Registered | October 29, 2013 | 4425581 |
| MANDIANT | EU | Grant of Protection Extended (Madrid) | Sept. 21, 2011 | 1103446 |
|  | EU | Application – Absolute Grounds accepted (Madrid) | December 28, 2012 | 1158355 |
| MANDIANT | Brazil | Application | June 28, 2013 | 840562659 (class 9) 840562683 (class 41) 840562713 (class 42) 840562730 (class 45) |

| | | | | |
|--|---------------|---|------------------|----------|
| MANDIANT | Japan | Application – International Registration designating Japan, submitted to International Bureau | June 17, 2013 | A0026359 |
| MANDIANT | Australia | Application – International Registration designating Australia, submitted to International Bureau | August 27, 2013 | 1584050 |
| MANDIANT | New Zealand | Application – International Registration designating New Zealand, approved | August 27, 2013 | 985667 |
| MANDIANT | Singapore | Application – International Registration designating Singapore, submitted to International Bureau | August 27, 2013 | A0026359 |
| MANDIANT | Switzerland | Application – International Registration designating Switzerland, submitted to International Bureau | August 27, 2013 | A0026359 |
| MANDIANT | Mexico | Application – International Registration designating Mexico, submitted to International Bureau | August 27, 2013 | A0026359 |
| MANDIANT | Canada | Application filed | October 17, 2013 | 1648047 |
| THE HIGHEST LEVEL OF SECURITY IS A CONSTANT STATE OF UNHACKING | United States | Pending – Non-final action mailed November 18, 2013 | August 2, 2013 | 86027101 |
| UNHACK YOURSELF | United States | Pending – Non-final action mailed November 18, 2013 | August 2, 2013 | 86027091 |

Copyrights

All works of authorship of Assignor, and any other works entitled to protection under the United States Copyright Act or any similar statute throughout the world.

Domain Names

All rights in the following domain names and any other domain names owned or controlled by Assignor:

advancedpersistentthreat.com
answertonowhat.com
answertonowwhat.com
bigstockco.com
findevilsolvecrime.com
fuckmandiant.com
fuckmandiant.net
fuckmandiant.org
hawkgate.com
hr-jpmorgan.com
indicatorsofcompromise.com
indicatorsofcompromise.net
indicatorsofcompromise.org
kevinmandia.com
kevinmandia.net
kevinmandiasucks.com
kevinmandiasucks.net
kevinmandiasucks.org
m-cirt.com
m-cirt.net
m-cirt.org
mandaint.com
mandiant.com
mandiant.net
mandiant.org
mandiant.xxx
mandiantcorp.com
mandiantcorp.net
mandiantforums.com
mandiantforums.net
mandiantforums.org
mandiantsucks.com
mandiantsucks.net
mandiantsucks.org
mandiasucks.com
mandiasucks.net
mandiasucks.org
mandinat.com

mandinat.net
mandinat.org
maniant.com
maniant.net
maniant.org
mcirt.com
mcirt.net
mcirt.org
memoryze.net
memoryze.org
openioc.com
openioc.net
openioc.org
red-cliff.com
rmandiant.com
rmandiant.net
rmandiant.org
scires.us
seekevil.com
theanswertonowwhat.com
theanswertonowwhat.com
threatidentificationprogram.com
unveillance.net
z0am.com
mandiant.ag
mandiant.al
mandiant.asia
mandiant.at
mandiant.bb
mandiant.be
mandiant.bo
mandiant.ca
mandiant.cd
mandiant.cg
mandiant.ch
mandiant.cl
mandiant.cn
mandiant.co.cr
mandiant.co.uk
mandiant.com.br
mandiant.com.co
mandiant.com.mx
mandiant.com.pa
mandiant.com.pr
mandiant.com.ve
mandiant.cz
mandiant.de
mandiant.dk

mandiant.ec
mandiant.eu
mandiant.fi
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mandiant.hk
mandiant.ht
mandiant.in
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mandiant.ps
mandiant.pt
mandiant.ro
mandiant.ru
mandiant.se
mandiant.sg
mandiant.si
mandiant.sk
mandiant.sl
mandiant.tw
mandiant.uz
mandiant.vn

Trade Secrets

All trade secrets of Assignor under applicable law.