## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM470050

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SYPHERMEDIA INTERNATIONAL, INC.		02/19/2018	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	INSIDE SECURE S.A.
Street Address:	ARTEPARC BACHASSON BATIMENT A
Internal Address:	RUE DE LA CARRIERE DE BACHASSON, CS 70025
City:	MEYREUIL 13590
State/Country:	FRANCE
Postal Code:	13590
Entity Type:	Société Anonyme (Sa): FRANCE

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3413418	SST
Registration Number:	3413417	SML
Registration Number:	3413415	SMK

### CORRESPONDENCE DATA

Fax Number: 3106418798

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: (310) 641-87987

Email: rfieland@gates-cooper.com **Correspondent Name: GATES & COOPER LLP** Address Line 1: 6701 CENTER DRIVE WEST

Address Line 2: **SUITE 1050** 

Address Line 4: LOS ANGELES, CALIFORNIA 90045

NAME OF SUBMITTER: Jason S. Feldmar **SIGNATURE:** /Jason S. Feldmar/ **DATE SIGNED:** 04/16/2018

**Total Attachments: 5** 

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### ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "<u>Assignment</u>"), effective as of November 6, 2017, is made and entered into by and between Inside Secure S.A., a French société anonyme, ("<u>Assignee</u>") and SypherMedia International, Inc., a California corporation ("<u>Assignor</u>").

- A. Assignor and Assignee, together with other parties, entered into that certain Asset Purchase Agreement, dated October 27, 2017 (the "<u>Purchase Agreement</u>"), pursuant to which Assignee has agreed to purchase, among other things, the Trademarks owned by Assignor and used or held for use in, or necessary for the conduct of, the Business, including those set forth on Exhibit A hereto ("Acquired Trademarks").
  - B. Assignor is the owner of each of the Acquired Trademarks.
- C. Assignor is desirous of assigning to Assignee all of Assignor's right, title, and interest in and to the Acquired Trademarks, and Assignee is desirous of acquiring all of Assignor's right, title, and interest in and to the Acquired Trademarks.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Assignment</u>. Upon the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Acquired Trademarks, together with the goodwill connected with the use of and symbolized by the Acquired Trademarks, including all rights conferred by the Acquired Trademarks provided by international conventions and treaties, all rights of renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.
- 2. <u>Further Assurances</u>. (a) Assignor will timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Acquired Trademarks. (b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Paragraph (a) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.
- 3. <u>Due Authorization</u>. Assignor hereby authorizes and requests the Office of the Commissioner for Trademarks of the United States and any other official of any applicable

Governmental Authority to issue any and all registrations from any and all applications for registration included in the Acquired Trademarks to and in the name of Assignee.

- 4. <u>Governing Law</u>. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of law.
- 5. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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Each party has caused this Assignment to be executed by its duly authorized representative.

SYPHERMEDIA INTERNATIONAL, INC.

Ву: \_

Name: Dennis R. Flaharty

Title: President and Chief Executive Officer

Each party has caused this Assignment to be executed by its duly authorized representative.

INSIDE SECURE S.A.

Name: Richard Vacher Detournière

Title: General Manager and Chief Financial Officer

(Signature Page to Assignment of Trademarks)

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## EXHIBIT A

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Trademarks (an registered in the Obouny)	gistered in the	OS OHLY)						
Trademark	Class	Status	Registration	Section	File Date	Acceptance	Incontestable	In Force
			Number	Numbers Applied For		Date		Until
Sypher Signature	42	Accepted	3,742,458	Sections 8 & 15	26-Jan-10	19-Mar-15	YES	19-Mar-25
SypherMedia	42	Accepted	3,267,592	Sections 8 & 15	9-Jul-13	23-Jul-13	YES	24-Jul-17
SypherMedia International	38	Accepted	3,264,735	Sections 8 & 15	9-Jul-13	22-Jul-13	YES	17-Jul-17
SMI (Abbrev for	38	Accepted	3,264,734	Sections 8 & 15	9-Jul-13	22-Jul-13	YES	17-Jul-17
name above)								
SypherMedia Kernel	21, 23, 26,	Accepted	3,751,659	Sections 8 & 15	23-Feb-10	19-Mar-15	YES	20-Mar-25
CMIV (Allen - for	oc pine oc	ال دغييد	2 412 415	Castiana 0 0-15	0 1-1 10	22 1-1 12	VEC	15 A 10
name above)	0	nandanas	0,710,710	Sections of C 15	/-Jul-15	77-JU1-15	1 1.0	19-7401-10
SST (Abbrev for	38	Accepted	3,413,418	Sections 8 & 15	9-Jul-13	22-Jul-13	YES	15-Apr-18
,								
SML (Abbrev for name above)	38	Accepted	3,413,417	Sections 8 & 15	9-Jul-13	22-Jul-13	YES	15-Apr-18
SMP (Abbrev for	38	Accepted	3,264,736	Sections 8 & 15	9-Jul-13	22-Jul-13	YES	17-Jul-17
name above)								
SypherMedia GateKeyper	009, 042	Accepted	3,669,903	Sections 8 & 15	18-Aug-09	16-Sep-14	YES	16-Sep-24
SMG (Abbrev for	21, 23, 26,	Accepted	3,742,225	Sections 8 & 15	26-Jan-10	19-Mar-15	YES	19-Mar-25
name above)	36 and 38							
Secure On Line	21, 23, 26,	Amended	Application		28-May-15			
Distribution	36 and 38	9/21/2015	# 86644166					
SOLD (Abbrev for	21, 23, 26,	Accepted	4,880,887		28-May-15	05-Jan-16	Under	05-Jan-26
name above)	36 and 38						Review	
DecrypTV	42	Applied	87,609,130		14-Sep-17			