

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Praetorian Group, Inc.		12/03/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Praetorian Security, Inc		
Street Address:	401 Congress Avenue, Suite 1540		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5796761		
Registration Number:	5323327	DIANA	
Registration Number:	4661309	IPENTEST	
Registration Number:	3928038	PRAETORIAN	
Registration Number:	5323864	PRAETORIAN	
CORRESPONDENCE DATA			
Fax Number:	4154212922		
<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:	415-421-6500		
Email:	trademarks@sflaw.com		
Correspondent Name:	Cristina N. Rubke, Shartsis Friese LLP		
Address Line 1:	One Maritime Plaza, 18th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Cristina N. Rubke		
SIGNATURE:	/Cristina Rubke/		
DATE SIGNED:	02/03/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made effective as of December 3, 2019, between Praetorian Group, Inc., an Texas corporation (“Assignor”) and Praetorian Security, Inc. a Delaware corporation (“Assignee”) with reference to the following facts:

A. Assignor is the owner of United States Trademarks identified in Exhibit A to this Assignment (the “Marks”).

B. Assignee desires to acquire and own exclusively the entire right, title and interest in and to the Marks for all purposes, and all goodwill relating thereto, whether such rights are based in common law or under federal or state statute (collectively, the “Trademark Rights”), that Assignor may own or possess as of the date hereof.

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

1. Assignment of Marks. Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor may now have or ever has had in and to the Marks and to the other Trademark Rights for any and all purposes, together with all goodwill of the business symbolized by the Marks. The foregoing assignment of the Marks and Trademark Rights shall include without limitation:

(a) The right to register or renew the Marks in the United States and in any foreign country,

(b) All right, title and interest of Assignor in any pending registration applications for the Marks,

(c) The exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Marks and the Trademark Rights, and

(d) The right to enforce, sue for and collect damages by reason of any past or future infringement or misuse of the Marks.

2. Consideration. Assignor acknowledges that this Assignment is being executed in connection with the transfer of all of the assets of Assignor to Assignee.

3. Representation. Assignor represents and warrants to Assignee that it has not previously assigned to any third party any right, title or interest in or to the Marks or any of the other Trademark Rights or any associated goodwill. Assignor represents and warrants that it possesses good and valid title to the Marks and the Trademark Rights being assigned to Assignee and that it has full power and authority to make the agreements and representations contained in this Assignment.

4. Further Assurances. Assignor agrees to execute and deliver to Assignee any and all instruments or documents that may be necessary or convenient, and to provide all assistance

reasonably requested by Assignee, to evidence, maintain, defend or enforce this Assignment as well as Assignee's right, title and interest in and to the Marks and to effect the assignment and transfer of the Marks to Assignee, including but not limited to the recordation of this Assignment with the United States Patent and Trademark Office.

5. Absolute and Exclusive Assignment. This Assignment is absolute, exclusive and irrevocable.

6. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

7. Governing Law. This Assignment shall be governed and interpreted pursuant to the laws of the State of Delaware.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto to be effective as of the date first above written.

ASSIGNOR:

Praetorian Group, Inc.

By: DocuSigned by:
Nathan Sportsman
 Name: 87C92A2D8E764A1... Nathan Sportsman
 Title CEO

ASSIGNEE:

Praetorian Security, Inc.

By: DocuSigned by:
Nathan Sportsman
 Name: 87C92A2D8E764A1... Nathan Sportsman
 Title CEO

Exhibit A

Trademark	Logo	Application No	Registration No	Registration Date	Int. Classes	Status
(Device Only)		87407642	5796761	Jul 9 2019	42	Registered
DIANA		87407563	5323327	Oct 31 2017	42	Registered
IPENTEST		86308149	4661309	Dec 23 2014	42	Registered
PRAETORIAN		85017351	3928038	Mar 8 2011	41, 42	Registered
PRAETORIAN		87428722	5323864	Oct 31 2017	42	Registered