

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631712

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Breach Clarity, Inc.		03/05/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Sontiq, Inc.
Street Address:	9920 Franklin Square Drive
Internal Address:	Suite 250
City:	Nottingham
State/Country:	MARYLAND
Postal Code:	21236
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5985175	BREACH CLARITY
Registration Number:	6067426	BC
Serial Number:	88653267	BUILD-A-BREACH
Serial Number:	88670921	BREACHFEED
Serial Number:	88670932	BREACHEDID
Serial Number:	88670940	BREACH INTELLIGENCE NETWORK
Registration Number:	6132077	BREACH CLARITY SCORE
Serial Number:	88699698	BC SCORE
Serial Number:	90000658	BC

CORRESPONDENCE DATA

Fax Number: 2156562498

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: 215-656-3381

Email: pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST. SUITE 5000

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

TRADEMARK

NAME OF SUBMITTER:	William L. Bartow
SIGNATURE:	/williamlbartow/
DATE SIGNED:	03/12/2021
Total Attachments: 7 source=Breach Clarity IP Assignment_Fully Executed#page1.tif source=Breach Clarity IP Assignment_Fully Executed#page2.tif source=Breach Clarity IP Assignment_Fully Executed#page3.tif source=Breach Clarity IP Assignment_Fully Executed#page4.tif source=Breach Clarity IP Assignment_Fully Executed#page5.tif source=Breach Clarity IP Assignment_Fully Executed#page6.tif source=Breach Clarity IP Assignment_Fully Executed#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “IP Assignment”), dated March 5, 2021 (the “Effective Date”), by and between Sontiq, Inc., a Delaware corporation (“Assignee”) and Breach Clarity, Inc., an Delaware corporation (“Assignor”). Assignor and Assignee are sometimes referred to herein as each a “Party” and, collectively, the “Parties.” Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified in accordance with its terms through the date hereof, the “Purchase Agreement”), by and between Assignor, Assignee and the other parties thereto, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, all of Assignor’s right, title and interest in, to and under the Acquired Assets, upon the terms and subject to the conditions of the Purchase Agreement; and

WHEREAS, pursuant to the terms hereof and of the Purchase Agreement and in connection with Assignee’s acquisition of the Acquired Assets, Assignee has agreed to acquire, and Assignor has agreed to convey, Assignor’s entire right, title and interest in, to and under all Owned IP (as defined in the Purchase Agreement), including without limitation the Patents, Marks, and Copyrights (as these terms are defined in the Purchase Agreement) set forth on **Exhibit A** attached hereto, Trade Secrets, Software. Other IP and all goodwill associated therewith (collectively, the “Assigned Intellectual Property Assets”).

WHEREAS, Assignor has secured all right, title and interest in and to the Assigned Intellectual Property Assets, and pursuant to the terms hereof and of the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in, to and under the Assigned Intellectual Property Assets; and

WHEREAS, the assignment of the Marks included in the Assigned Intellectual Property Assets (the “Assigned Marks”) hereunder is being made in connection with the assignment or transfer of that portion of the business to which such Marks relate, and such business is ongoing and existing.

NOW, THEREFORE, in consideration of the terms and conditions herein and in the Purchase Agreement, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties, Assignor and Assignee agree as follows:

1. **Definitions.** Capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

2. **Assignment, Conveyance and Acceptance.** As of the Effective Date, Assignor agrees to assign, transfer, sell and convey, and hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Intellectual Property Assets, together with all registrations and applications therefor, any and all goodwill associated with the Assigned Intellectual Property Assets, including the relevant portion of the Assignor’s business to which any of the Assigned Marks, including intent-to-use marks, pertain, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this IP Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages,

claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity, for any past, present or future infringement of the Assigned Intellectual Property, or other violation or unauthorized use of the Assigned Intellectual Property, with the right to sue for, and collect the same. Assignor and Assignee acknowledge and agree that this assignment is being made in connection with the assignment of the portion of Assignor's business to which the Assigned Marks pertain, and that such portion of the business remains ongoing and existing. Moral Rights. Assignor waives all moral, attribution and integrity rights in all copyrights and other rights in works of authorship (whether or not copyrightable) included in the Assigned Intellectual Property (the "Copyrights"), and further agrees that Assignee, its successors and assigns, and any of its direct or indirect licensees shall not be obligated to designate Assignor, or any predecessor in interest to Assignor, as an author of any such Copyrights. Assignor hereby agrees to deliver, convey and transfer all tangible and intangible embodiments of the Assigned Intellectual Property Assets in accordance with Section 6.9 of the Asset Purchase Agreement.

3. Documentation. Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any Governmental Authority or third parties of, and to otherwise more fully confirm the purposes of this IP Assignment, including Assignee's ownership of all right, title and interest in, to and under the Intellectual Property Assets, to have and to hold for its proper benefit forever (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation).

4. Construction. This IP Assignment is subject to and shall be immediately effective upon the execution of the Purchase Agreement and shall not in any way alter any of the rights, obligations and responsibilities of any of the parties to the Purchase Agreement.

5. Governing Law. This IP Assignment will be governed by, and construed in accordance with, the Laws of the State of Delaware without regard to any choice or conflict of Laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than those of the State of Delaware.

6. Assignment. This IP Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns; provided, however, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this IP Assignment without the consent of the other party to this IP Assignment; and, provided, further, that the Assignee may assign any of its rights under this IP Assignment to any Affiliate.

7. Amendment. This IP Assignment may not be amended except by an instrument in writing signed on behalf of Assignee and Assignor.

8. Severability. Whenever possible, each provision or portion of any provision of this IP Assignment will be interpreted in such manner as to be effective and valid under applicable law but if any provision or portion of any provision of this IP Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this IP Assignment will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein, so long as the economic and legal substance of the transactions contemplated hereby are not affected in a manner materially adverse to any party hereto.

9. Counterparts. This IP Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. The exchange of a fully executed IP Assignment (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this IP Assignment.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be duly executed on as of the date first written above to be effective as of such date.

ASSIGNOR:

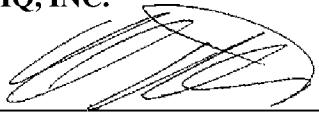
BREACH CLARITY, INC.

DocuSigned by:
By: Jim Van Dyke
Name: James Van Dyke
Title: CEO

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be duly executed on as of the date first written above to be effective as of such date.

ASSIGNEE:

SONTIQ, INC.

By:  _____

Name: Daniel Black

Title: Vice President

EXHIBIT A**Patents**

Application No.	Filing Date	Title	Patent Type	Country	Status
PCT/US18/47237	08/21/2018	Data breach score and method	PCT	WO	Published
62/548656	8/22/2017	Data breach score and method	PRV	US	Expired
AU2018322024	08/21/2018	Data breach score and method	UTL	AU	Pending
BR1120200034924	08/21/2018	Data breach score and method	UTL	BR	Pending
CA3072911	08/21/2018	Data breach score and method	UTL	CA	Pending
EP18847597.4	08/21/2018	Data breach score and method	UTL	EP	Published
16/638046	08/21/2018	Data breach score and method	UTL	US	Published
ZA2020/01000	08/21/2018	Data breach score and method	UTL	ZA	Pending
62/926467	10/26/2019	Data breach search and analysis method and system	PRV	US	Pending
29/723746	02/10/2020	Display screen or portion thereof with graphical user interface	DES	US	Pending
BR 30 202003507 0	08/07/2020	Graphic user interface	DES	BR	Pending
CA197082	07/23/2020	Graphic user interface	DES	CA	Pending
EM008050546-0001	7/22/2020	Graphic user interface	DES	EM	Registered
EM008050546-0002	7/22/2020	Graphic user interface	DES	EM	Registered
EM008050546-0003	7/22/2020	Graphic user interface	DES	EM	Registered
17/080556	10/26/2020	Data breach system and method	UTL	US	Pending
PCT/US20/57396	10/26/2020	Data breach system and method	PCT	WO	Pending

Trademarks

Appl/Serial No.	Mark	Status	File Date	Country	Reg. No.	Reg. Date
87911719	Breach Clarity	REGISTERED	05/08/2018	US	5985175	02/11/2020
88652943	Breach Clarity Logo (Current Design)	REGISTERED	10/14/2019	US	6067426	06/02/2020
88653267	"Build A Breach"	ALLOWED	10/14/2019	US	n/a	n/a
88670921	Breachfeed	ALLOWED	10/28/2019	US	n/a	n/a
88670932	Breached ID	ALLOWED	10/28/2019	US	n/a	n/a
88670940	Breach Intelligence Network	PUBLISHED	10/28/2019	US	n/a	n/a
88699684	Breach Clarity Score	REGISTERED	11/20/2019	US	6132077	08/18/2020
88699698	BC Score	ALLOWED	11/20/2019	US	n/a	n/a
90000658	Breach Clarity Logo (NEW DESIGN)	PENDING	06/14/2020	US	n/a	n/a

