TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM409540

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Callibri Inc.		09/26/2016	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	Dmitriy Sysoev
Street Address:	6111 147th Ct NE
City:	Redmond
State/Country:	WASHINGTON
Postal Code:	98052
Entity Type:	INDIVIDUAL: RUSSIAN FEDERATION

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4978578	OMNOM

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.

(703) 739-9111 Phone:

Email: mo@legal-counsels.com Correspondent Name: Dmitri I. Dubograev Address Line 1: 901 N. Pitt St., Suite 325 Address Line 4: Alexandria, VIRGINIA 22314

NAME OF SUBMITTER:	Dmitri I. Dubograev
SIGNATURE:	/dd/
DATE SIGNED:	12/20/2016

Total Attachments: 13

source=Omnom TM IP Assignment Agt Callibri and Sysoev 9-26-2016 exec copy#page1.tif source=Omnom TM_IP Assignment Agt_Callibri and Sysoev_9-26-2016_exec copy#page2.tif source=Omnom TM IP Assignment Agt Callibri and Sysoev 9-26-2016 exec copy#page3.tif source=Omnom TM IP Assignment Agt Callibri and Sysoev 9-26-2016 exec copy#page4.tif source=Omnom TM IP Assignment Agt Callibri and Sysoev 9-26-2016 exec copy#page5.tif source=Omnom TM IP Assignment Agt Callibri and Sysoev 9-26-2016 exec copy#page6.tif

> TRADEMARK REEL: 005940 FRAME: 0487

900387562

source=Omnom TM_IP Assignment Agt_Callibri and Sysoev_9-26-2016_exec copy#page7.tif source=Omnom TM_IP Assignment Agt_Callibri and Sysoev_9-26-2016_exec copy#page8.tif source=Omnom TM_IP Assignment Agt_Callibri and Sysoev_9-26-2016_exec copy#page9.tif source=Omnom TM_IP Assignment Agt_Callibri and Sysoev_9-26-2016_exec copy#page10.tif source=Omnom TM_IP Assignment Agt_Callibri and Sysoev_9-26-2016_exec copy#page11.tif source=Omnom TM_IP Assignment Agt_Callibri and Sysoev_9-26-2016_exec copy#page12.tif source=Omnom TM_IP Assignment Agt_Callibri and Sysoev_9-26-2016_exec copy#page13.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of and with effect as of September 26, 2016 (the "Effective Date") by and between Callibri Inc., a corporation organized under the laws of the Commonwealth of Virginia ("Transferor"), and Dmitriy Sysoev, an individual residing in the Russian Federation ("Assignee"). Transferor and Assignee shall be referred herein, collectively, as the "Parties" and each, a "Party."

WITNESSETH:

WHEREAS, Transferor owns outright and exclusively certain IP Assets as further defined herein;

WHEREAS, Transferor desires to convey, assign, transfer, and deliver to Assignee, and Assignee desires to acquire and accept from Transferor, all of Transferor's right, title, and interest in and to the IP Assets described on Exhibit A and defined herein as "**IP Assets**" and all Intellectual Property Rights arising therefrom, on the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements, and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto do hereby agree as follows:

1. Certain Definitions:

- 1.1 "Closing" shall mean the consummation of the transactions contemplated by this Agreement, including without limitation, the delivery of any and all IP Assets to Assignee, provided that the completion of Closing and the fact of consummation of the transactions hereunder shall be determined in the sole discretion of the Assignee.
- 1.2 "Confidential Information" shall mean any non-public information, product, document or other material of any nature relating to or concerning the Party, or any of its affiliates, that is provided or made available to the other Party hereto, as a recipient, either before or after the effective date of this Agreement, directly or indirectly in any form whatsoever, including in writing, orally, and machine readable, and including, but not be limited to, any correspondence, memoranda, notes, e-mails, formulas, samples, equipment, compilations, blueprints, business information, technical information, know-how, information regarding patents, patent applications, software, computer Object Code or Source Code, algorithms, highlevel structures, graphic user interfaces, ongoing research and development, business plans, business or marketing strategies or plans, products or product development strategies or plans, information concerning current and future products and services, customers, suppliers and markets, price lists and pricing information, financial statements and forecasts, computerized or other magnetically filed data, methods and techniques, manufacturing processes, developments,

inventions, designs, drawings, engineering specifications, hardware configuration information, trade secrets, financial information of the Party or any of its affiliates and any other business records and information, including without limitation the information about this Agreement, the use or disclosure of which might reasonably be construed to be contrary to the interests of such Party or any of its affiliates, including information of third parties subject to confidentiality obligations and which the Party may share with other parties, provided, however, that for purposes hereof, "non-public" shall mean information, product, document or other material that is not readily accessible to the public in a written or electronic publication or via the internet, and "non-public" shall include information which is only available by a substantial searching of the published literature, and information the substance of which must be a product of concatenation from a number of different publications and sources, and further provided that Confidential Information shall not include information which: (i) that is already in the possession of the receiving Party hereto before receipt from the disclosing Party; (ii) is or becomes rightfully in the public domain without no fault of the Party receiving the information provided that the fact that the individual elements of the disclosing Party's information may be in the public domain neither excludes such information from the Party's Confidential Information nor relieves the receiving Party of its obligations hereunder unless a specific combination or combinations of elements as disclosed in such information is available to the public; (iii) is received by the Party from a third party who or which is not under any obligation of confidentiality or restriction on use or disclosure concerning such information; or (iv) is disclosed under operation of law to the public or to a third party without a duty of confidentiality. If a Party asserts one of the four exceptions to Confidential Information above, then such Party shall prove such assertion by proper forms of documentary evidence.

- 1.3 "Contract" shall mean any written contract, agreement, arrangement, commitment, letter of intent, memorandum of understanding, heads of agreement, promise, obligation, right, instrument, document, or other similar understanding made in writing.
- 1.4 **"Encumbrance"** shall mean any Order, Security Interest, Contract, easement, covenant, community property interest, equitable interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.
- 1.5 "Intellectual Property Rights" shall mean and include all United States, Canadian, and worldwide (i) inventions (whether patentable or unpatentable, whether or not reduced to practice, and/or developed alone or jointly with others), all improvements thereto, patents, patent applications, patent and invention disclosures, and all other rights of inventorship, together with all reissuances, continuations, continuations-in-part, divisions, revisions, supplementary protection certificates, extensions and re-examinations thereof; (ii) Internet domain names, trademarks, service marks, trade dress, trade names, logos, designs, slogans, product names, corporate names, together with all of the goodwill symbolized thereby and associated therewith, and registrations and applications for registration thereof and renewals thereof; (iii) copyrights (registered or unregistered), copyrightable works, rights of authorship, and registrations and applications for registration thereof and renewals thereof; (iv) integrated circuit designs, cell libraries, electronic masks, net lists, simulations, mask works, semiconductor

chip rights, and registrations and applications for registration thereof and renewals thereof; (v) computer software (including without limitation source code, source code engines, source data files, and object code), software development tools (including without limitation assemblers, compilers, converters, utilities, compression tools), libraries, algorithms, routines, subroutines, commented and documented code, programmer's notes, system architecture, logic flow, data, computer applications and operating programs, databases and documentation thereof; (vi) trade secrets and other confidential information (including without limitation, ideas, technologies, know-how, manufacturing and production processes and techniques, research and development information, drawings, schematics, specifications, bill of material, designs, plans, proposals, technical data, pricing data, marketing data, financial records, customer and supplier lists, and other proprietary information), (vii) copies and tangible embodiments thereof (in whatever form or medium), and all modifications, enhancements and derivative works of any of the foregoing; and (viii) all rights to sue and collect remedies for any past, present and future infringement of any of the foregoing, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

- 1.6 "TP Assets" shall mean tangible and intangible assets listed in Exhibit A attached hereto and all Intellectual Property Rights arising therefrom, connected with or relating thereto and owned by Transferor.
- 1.7 **"Order"** shall mean any order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction, or other similar determination or finding by, before, or under the supervision of any governmental body, arbitrator, or mediator.
- 1.8 "Person" shall mean any individual, firm, company, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.
- 1.9 **"Security Interest"** shall mean any security interest, deed of trust, mortgage, pledge, lien, charge, claim, or other similar interest or right.
- 2. <u>IP Assets Transfer.</u> For the Consideration specified below in <u>Section 3</u>, the receipt and sufficiency of which is hereby acknowledged, Transferor hereby irrevocably sells, conveys, assigns, and transfers to Assignee, its successors and assigns, and shall cause any of its affiliates to sell, assign, and transfer, its entire right, title, and interest in and to the IP Assets free and clear of any liens, claims, or Encumbrances, with the right to recover damages and profits and all other remedies for past infringements thereof, trade secrets, know-how and all Intellectual Property Rights relating thereto. Title to the IP Assets shall pass to Assignee immediately upon the execution by the Transferor of this Agreement, provided that if any legal transfer of any of the Intellectual Property Rights requires compliance with any registration, filing, or any other government authorization procedures in the United States or any other applicable jurisdiction, than the effective date of such assignment of such Intellectual Property Rights shall be the date on which all of the required government registrations, filings and authorizations are completed.

- 3. <u>Consideration</u>. The total and full consideration for the sale, transfer and assignment of the IP Assets hereunder by the Transferor shall be the sum of One Dollar (\$1) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.
- 4. <u>Sale, Not License</u>. For the avoidance of doubt, the Parties intend to effect hereunder a complete sale and transfer of all of Transferor's rights, titles, and interests in and to the IP Assets and Intellectual Property Rights arising therefrom or relating thereto, rather than a partial sale or transfer of same to the Assignee, and rather than a license of same to the Assignee; as a result of and concurrent with the said sale, the Transferor shall relinquish completely, and the Assignee shall exercise, all dominion and control over the IP Assets and the Intellectual Property Rights arising therefrom or relating thereto.
- 5. <u>No Other Interest</u>. By this Assignment Agreement, Transferor hereby specifically disclaims and waives any and all interest it may have in the IP Assets.
- 6. <u>Attorney-In-Fact</u>. Transferor hereby irrevocably appoints Assignee as its attorney-in-fact and grants to the Assignee the right to act in Transferor's name, place and stead for the strictly limited purposes of executing, delivering, and recording any documents or instruments of assignment or otherwise required in any country in which the IP Assets are located or related patent applications are issued or filed, or in which Assignee desires to seek protection for the Intellectual Property Rights.
- 7. <u>Further Assistance and Assurances</u>. Transferor agrees to perform at any time all legal acts and execute such other documents as may be reasonably necessary or appropriate, based upon the advice of counsel to Assignee, for Assignee to effectuate the intent of this Agreement and to perfect its property rights in the IP Assets and Intellectual Property Rights arising therefrom, including promptly reviewing, signing, and returning all papers which are required for obtaining such rights or for evidencing Assignee's ownership thereof, and to render such other assistance as Assignee may request, at Assignee's expense, including, without limitation, in proceedings before any patent office, trademark office, copyright office, court, or other tribunal, provided however, that the Assignee agrees to provide reasonable notice to the Transferor in case that the Transferor's assistance is required pursuant to this <u>Section 7</u>.
 - 8. <u>Obligations of Transferor</u>. Transferor shall:
- 8.1 Keep Confidential Information of the Assignee in strict confidence and shall not make use of such Confidential Information for any purpose other than in connection with the Agreement;
- 8.2 Take all necessary steps to ensure compliance by their employees or other representatives with the Transferor's obligations under this Agreement;
- 8.3 Represent IP Assets and any information relating thereto accurately and fairly, and shall avoid any misleading or unethical business and advertising practices;

- 8.4 Notify the Assignee if disclosure of the Confidential Information is necessary to comply with the requirements of any law, government order, regulation, or legal process prior to such disclosure and at the Assignee's request use its best efforts to seek an appropriate protective order in connection with such legal process and, if unsuccessful, use its best efforts to assure that confidential treatment will be accorded to the disclosed Confidential Information of the Assignee; and
- 8.5 In exercising its rights or performing its obligations hereunder and in any of its dealings with respect to the Intellectual Property Rights, Transferor shall comply with all applicable international, national, governmental, quasi governmental, and/or local laws and regulations, including, without limitation, relevant embargo and export laws and regulations, and assure that no Intellectual Property Rights, accompanying documentation, Confidential Information or any portion thereof, and any information relating thereto or to this Agreement, is exported, transshipped or re-exported, directly or indirectly, in violation of any applicable laws, regulations, and international treaties.
- 9. <u>Transferor's Warranties</u>. Transferor hereby represents and warrants to Assignee that:
- 9.1 Transferor is an individual having the requisite competence and authority to execute and deliver each transaction document hereunder to which it is a party, and to perform and to consummate the transactions contemplated herein;
- 9.2 Transferor has taken all actions necessary to authorize the execution and delivery of each transaction document to which it is a party, the performance of such Transferor's obligations thereunder, and the consummation of the transactions contemplated herein;
- 9.3 This Agreement has been duly authorized, executed, and delivered, and constitutes a valid, legal, and binding obligation of the Transferor enforceable against such Transferor in accordance with its terms, subject to any law affecting creditors' rights;
- 9.4 Transferor's transfer of the IP Assets is free and clear of all Encumbrance and other restrictions, including any claims by any Transferor or third parties;
- 9.5 Except as otherwise disclosed to the Assignee, Transferor has not, other than pursuant to this Agreement, previously sold, assigned, licensed, transferred, pledged, liened, or otherwise encumbered or in any other way disposed of the IP Assets;
- 9.6 <u>Exhibit A</u> accurately sets out the IP Assets, and sets forth a true and complete list of any issued trademarks and any pending applications for registrations of trademarks filed by or on behalf of the Transferor in connection with the IP Assets related thereto;
- 9.7 All application filing fees, other filing fees and charges, and all maintenance, renewal, and other fees required to be paid on account of any of the issued trademarks have been timely paid for maintaining such issued trademarks in full force and effect; and all declarations,

disclosures, responses to office actions, amendments, affidavits of use, and other requirements or actions that are required to be filed or performed with respect to any of the issued trademarks have been timely filed or performed in order to maintain all such issued trademarks in full force and effect; and

- 9.8 Transferor is not aware of any facts that would cause the IP Assets or any Intellectual Property Rights related thereto or arising therefrom to be deemed invalid or unenforceable.
- 10. <u>Assignee's Warranties</u>. Assignee, as to himself, represents and warrants to the Transferor that:
 - 10.1 He is an individual who resides in Moscow, Russian Federation; and
- 10.2 He has obtained, or before the Closing shall obtain, full right, power, and authority to perform his obligations hereunder.

11. Termination.

- 11.1 This Agreement may be terminated by either Party at any time prior to the Closing in the following cases:
 - a). Existence of any actual or threatened action or proceeding before any court or any governmental body seeking to restrain, prohibit, or invalidate the transactions contemplated by this Agreement and which, in the judgment of the boards of directors or other similar governing body of either Party, made in good faith and based on the advice of their legal counsel, makes it inadvisable to proceed with the transactions contemplated by this Agreement; or
 - b). Any of the transactions contemplated hereby are disapproved by any regulatory authority whose approval is required to consummate such transactions or in the judgment of the boards of directors or other similar governing body of either Party, as the case may be, made in good faith and based on the advice of counsel, there is substantial likelihood that any such approval will not be obtained or will be obtained only on a condition or conditions which would be unduly burdensome, making it inadvisable to proceed.
- 11.2 <u>Responsibility for Expenses</u>. In the event of termination pursuant to <u>Section 11.1</u>, no obligation, right or liability shall arise hereunder, and each Party shall bear all of the expenses incurred by it in connection with the negotiation, drafting, and execution of this Agreement and the transactions herein contemplated.
- 11.3 <u>Termination Prior to Closing</u>. This Agreement may be terminated at any time prior to the Closing by Assignee if Transferor shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or

warranties of Transferor contained herein shall be inaccurate in any material respect. If this Agreement is terminated pursuant to this <u>Section 11.3</u>, this Agreement shall be of no further force or effect and no obligation, right or liability shall arise hereunder.

- 11.4 <u>Actions upon Termination</u>. In the event of termination of this Agreement, each Party shall immediately return to the other Party any Confidential Information of the that disclosing Party, including any copies thereof, and perform any other actions reasonably requested by the disclosing Party with regard to such termination or expiration.
- 11.5 No Prejudice to Other Rights. Any termination pursuant to Section 11 shall be without prejudice to any other rights or remedies which one Party (referred to in this Section 11 as the "nonbreaching Party") may have in respect to any default by the other Party (referred to in this Section 11 as the "breaching Party"). Any failure by the nonbreaching Party to exercise its rights hereunder to terminate or otherwise to enforce or recover damages for any default, breach or non-observance by the breaching Party of any covenant, condition, obligation, or term of this Agreement shall not affect or impair the nonbreaching Party's right in respect to any subsequent default, breach, or non-observance of the same or a different kind, nor will any delay or omission of the nonbreaching Party to exercise any right arising from any default, breach, or non-observance affect or impair the nonbreaching Party's right as to the same or any future default, breach or non-observance provided however, that nothing in this Section 11 shall be construed or interpreted as to override any provision in this Agreement limiting the remedies of a nonbreaching Party against a breaching Party.
- 11.6 <u>Survival of Certain Provisions</u>. Notwithstanding any provision to the contrary herein, the provisions of <u>Sections 1</u>, <u>8.1-8.5</u>, <u>9</u> (for a period of two years), <u>11.4-11.5</u>, and <u>12</u> shall survive the termination of the Agreement prior to Closing as provided herein and such termination or expiration prior to Closing shall not release the Parties of their representations, warranties, covenants, and respective obligations, including, but not limited to, the obligations concerning Confidential Information, contained in this Agreement and in all documents and agreements incorporated herein.

12. Miscellaneous Provisions.

12.1 <u>Notices</u>. All claims, instructions, consents, designations, notices, waivers, and other communications in connection with this Agreement ("*Notifications*") shall be in writing. Such Notifications will be deemed properly given (a) when received if delivered personally; (b) if delivered by facsimile transmission when the appropriate telecopy confirmation is received; (c) upon the receipt of the electronic transmission by the server of the recipient when transmitted by electronic mail; or (d) if sent within the USA, on the next business day after timely deposit with a nationally recognized overnight delivery service, or (e) if sent internationally, within five (5) days after deposit with an internationally recognized express delivery service, in each case when transmitted to a Party at the following address or location:

If to Transferor:

to the address indicted on the execution page

If to Assignee:

to the address indicted on the execution page

with a copy to (which shall not constitute notice):

femida.us

901 N. Pitt Street, Suite 325 Alexandria, VA 22314 <u>attention</u>: Dmitri I. Dubograev, Esq. e-mail: info@legal-counsels.com

<u>phone</u>: 1.703.739.9111 <u>facsimile</u>: 1.202.318.0723

Either Party may send any Notification hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Either Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other notice in the manner herein set forth.

- 12.2 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- 12.3 <u>Arbitration</u>. In the event of a dispute between the Parties arising out of or in connection with this Agreement, the Parties hereto shall use their best efforts to resolve the dispute in an amicable manner. If an amicable settlement cannot be reached, either Party hereto may request, by written notice, that the dispute be resolved by arbitration by one (1) arbitrator administered by the American Arbitration Association pursuant to the then current Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules").
 - (a) In the event of any conflict between AAA Rules and the provisions of this Agreement, the provisions of this Agreement shall prevail.
 - (b) The place of the arbitration shall be the City of Alexandria, Virginia.
 - (c) English language shall be used as the written and spoken language for all matters connected with all references to arbitration.
 - (d) The decision of the arbitrator shall be made in writing.
 - (e) The decision of the arbitrator shall be final and binding on the Parties, save in the event of fraud, manifest mistake or failure by the arbitrator to disclose any conflict of interest.

- (f) The decision of the arbitrator may be enforced by any court of competent jurisdiction and may be executed against the person and assets of the losing party in any jurisdiction. For the avoidance of doubt, such court includes any court that is authorized to make such an order by virtue of any treaty or legislation relating to the reciprocal enforcement of foreign arbitral awards or judgments.
- 12.4 <u>Waiver</u>. No failure or delay on the part of the Parties in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the Party granting such waiver.
- 12.5 <u>Severability</u>. In the event that any one or more of the provisions, or parts of any provisions, contained in this Agreement shall for any reason be held by an arbitrator to be invalid, illegal, overbroad, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provision hereof, and each Party desires and directs that such provision be amended by such arbitrator to a reasonable breadth, and this Agreement shall be construed as if such invalid, illegal, overbroad or unenforceable provision or part of any provision had never been contained herein.
- 12.6 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements. This Agreement may not be amended or modified, except by a written amendment signed by the Parties hereto. The Exhibits to this Agreement are a part of this Agreement and the Parties intend to be legally bound by them.
- 12.7 <u>Assignment</u>. This Agreement may not be assigned, or attempted to be assigned, in whole or in part, by either Party without the prior written consent of the other Party, provided, however, that Assignee shall have the right to assign this Agreement without Transferor's prior consent by giving notice to Transferor. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.
- 12.8 <u>Publicity</u>. The Parties shall work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters. In addition, neither Party shall issue such publicity and general marketing communications concerning their relationship without the prior written consent of the other Party (not to be unreasonably withheld or delayed). Neither Party shall disclose the terms of this Agreement to any third party other than its outside counsel, auditors, and financial and technical advisors, except as required by law.
- 12.9 <u>Warranty of Authority</u>. The individuals actually executing this Agreement personally represent and warrant that they have the necessary power and authority to execute this Agreement on behalf of the Party they represent and their signatures are sufficient to make this Agreement a binding and enforceable obligation of such Party.

- 12.10 <u>Signatures</u>. This Agreement and any written notice, consent, agreement or document provided for in this Agreement shall be deemed signed and/or bearing the original signature of a given person, if such person's name and/or adopted signature is placed by such person on the document whether by manual signature, electronic transmission or facsimile transmission by the person. Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission or a scanned image of the original signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
- 12.11 <u>Counterparts</u>. This Agreement and any documents pursuant hereto may be separately executed by the Parties in two (2) or more counterparts and all such counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument and will be binding on the Parties as if they had originally signed one copy of the Agreement.

[SIGNATURE PAGE FOLLOWS]

10

IP Assignment Agt exec page ONE of ONE

IN WITNESS WHEREOF, the Parties have executed or caused to be executed by their duly authorized representative this Agreement as of the Effective Date.

TRANSFEROR:	Callibri Inc.
	Ву:
	Name/Sergei Dubograev
	Title: Vice President
	A : 1
	Address:
	901 N. Pitt St., Suite 325 Alexandria, VA 22314
	Aickanna, VA 22314
	Bank details:
ASSIGNEE:	Dmitriy Sysoev
	, 3, , , , , , , , , , , , , , , , , ,
	, individually
	A 2 3
	Address:
	Bank details:

IP Assignment Agt exec page ONE of ONE

IN WITNESS WHEREOF, the Parties have executed or caused to be executed by their duly authorized representative this Agreement as of the Effective Date.

TRANSFEROR:	Pattle Van
inverse con.	Callibri Inc.
	By: Name: Title: Address: 901 N. Pitt St., Suite 325 Alexandria, VA 22314 Bank details:
ASSIGNEE:	Dmitriy Sysner Address: 6111, 147th Ct NE, Redmond WA, 98052 Bank details: Bank of America Account number: 000045166843 Routing number: 125000024

EXHIBIT A

IP Assets and Intellectual Property Rights

Trademark:

RECORDED: 12/20/2016

• Trademark Registration No. 4978578 issued by the United States Patent and Trademark Office on June 14, 2016.

12