

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axiom Software Laboratories, Inc.		01/03/2015	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	AxiomSL, Inc.		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2030038	RISKMONITOR	
Registration Number:	2060955		
Registration Number:	2114074	COMPLEYE	
Registration Number:	2144253	CONTROLLerview	
CORRESPONDENCE DATA			
Fax Number:	2126971559		
<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:	212-696-6140		
Email:	trademark@curtis.com		
Correspondent Name:	Michael R. Graif		
Address Line 1:	101 park avenue		
Address Line 2:	34th floor		
Address Line 4:	New York, NEW YORK 10178		
NAME OF SUBMITTER:	Michael R. Graif		
SIGNATURE:	/Michael R. Graif/		
DATE SIGNED:	04/12/2017		
Total Attachments: 8			

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INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT

This Intellectual Property Assignment and Transfer Agreement ("Agreement") is made as of January 03, 2015 ("Effective Date") between AxiomSL, Inc., a Delaware corporation, with offices at Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808, USA ("Assignee"), and Axiom Software Laboratories, Inc., New York corporation, having a place of business at 45 Broadway, 27 Fl, New York, NY 10006, USA ("Assignor").

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 "Assigned Intellectual Property" means the property listed in Exhibit-A hereto and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of the property.

1.2 "Authors" means any and all natural persons who created or invented any of the Assigned Intellectual Property.

1.3 "Intellectual Property" means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings ("Works of Authorship"); inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items ("Inventions"); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features ("Trademarks"); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation trade secrets, algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques ("Confidential Information").

1.4 "Intellectual Property Rights" means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and rights granted under the Copyright Act ("Copyrights"); rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act ("Patent Rights"); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act ("Trademark Rights"); rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act ("Trade Secret Rights"); rights in, arising out of, or associated with a person's name.

voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity ("Personality Rights"); rights of attribution and integrity and other moral rights of an author ("Moral Rights"); and rights in, arising out of, or associated with domain names ("Domain Name Rights").

2. Assignment.

2.1 Assignor hereby unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Intellectual Property. Assignor further unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Intellectual Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Assignor may have in the Assigned Intellectual Property.

2.2 To the extent that any such Assigned Intellectual Property is not assignable or transferable to Assignee ("Non-assignable IP"), the Assignor hereby grants to Assignee an exclusive, royalty-free, irrevocable, perpetual, world-wide transferable license, with the right of sublicense, to use, reproduce, modify and create derivative works from any Copyrights included in such Non-assignable IP, and to make, have made, use, modify, manufacture, and sell any inventions included in such Non-assignable IP, and any residual rights the Assignor holds in the Non-assignable IP will be held by Assignor in trust for the sole benefit of Assignee. The Assignor will convey, transfer, dispose of and otherwise deal with the Non-assignable IP (including the execution and delivery of all documents and other instruments relating to the Non-assignable IP) in such a manner as Assignee shall from time to time direct.

3. Confidentiality. Assignor must not use any Confidential Information assigned as part of the Assigned Intellectual Property except for the benefit of Assignee. Assignor must not disclose such Confidential Information to third parties. Assignor must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to Assignee and will entitle Assignee to obtain injunctive relief in addition to all applicable legal remedies.

4. Representations and Warranties. Assignor represents and warrants to Assignee that: Assignor has acquired from Authors, and exclusively owns, all right, title, and interest in and to the Assigned Intellectual Property; the Assigned Intellectual Property was created by and original to the Authors; neither the Authors nor Assignor has granted, nor will Assignor grant, any licenses or other rights to the Assigned Intellectual Property to any third party; the Assigned Intellectual Property is free of any liens, encumbrances, security interests, and restrictions on transfer; the Intellectual Property that is assigned as part of the Assigned Intellectual Property does not infringe any Copyrights or Trade Secret Rights or, to Assignor's knowledge, any Patent Rights of any

third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Intellectual Property.

5. **Indemnification.** Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; Assignor's use of the Assigned Intellectual Property prior to the date of this Agreement; Assignor's failure to perform its obligations under this Agreement or a claim that Assignee's use of the Assigned Intellectual Property infringes the Intellectual Property Rights of any third party.

6. **Further Assurances**

6.1 **Assistance.** Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Intellectual Property and the vesting of complete and exclusive ownership of the Assigned Intellectual Property in Assignee, including deeds of assignment from Authors. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

(a) To apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Intellectual Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

6.2 **Power of Attorney.** If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Intellectual Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

7. Miscellaneous

7.1 Governing Law; Forum. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods.

7.2 Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

7.3 Entire Agreement. The entire understandings between the parties hereto relating to the subject matter hereof are contained herein, and this Agreement supersedes all prior and contemporaneous communications and agreements with respect to such subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. This Agreement cannot be changed, modified, amended or terminated except by an instrument in writing executed by both parties.

7.4 Modification. No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the party charged therewith. No written waiver shall excuse the performance of any act other than those specifically referred to therein and shall not be deemed or construed to be a waiver of such terms or conditions for the future or any subsequent breach thereof.

7.5 Written Notices. Any required written notices between the parties pursuant to this Agreement shall be valid if sent via electronic mail, provided that the sending party has received electronic confirmation and acknowledgement of receipt of its written notice by the receiving party.

7.6 Section Headings. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions of this Agreement.

7.7 Binding. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns. The terms, warranties, licenses and other provisions set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns.

7.8 No waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of

an amendment, by the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. Any party's failure to insist upon the strict performance of this Agreement or to exercise any right to remedy shall not be considered a waiver of that party's right to insist upon strict performance of this Agreement or a waiver of any right or remedy with respect to any existing or subsequent breach or default. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same, or any prior, concurrent or subsequent breach of any other provisions under this Agreement.

7.9 Execute Documents. Each party agrees to take such actions and execute such documents as are reasonably requested by another party (including providing executed documents in such recordable form as is deemed required or necessary by the requesting party) to effect the purposes of this Agreement.

7.10 Authority. Each person signing this Agreement represents and warrants that he/she has been duly authorized and has the requisite authority to execute and deliver this Agreement on behalf of such party.

7.11 Counterparts. This Agreement may be executed in one or more counterparts, including by email and facsimile, each of which shall be deemed an original, but all of which together constitute one and the same instrument.


7.12 Cooperation. Each party agrees to take all reasonable steps necessary and to cooperate fully with one another to effectuate the terms of this Agreement.

7.13 Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalid and shall be given full force and effect so far as possible.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FOR Assignor:
(Axiom Software Laboratories, Inc.)

I affirm and certify that I have read this Agreement and accept the terms and conditions thereof:




Alexander Tsigutkin,

Title: CEO of Axiom Software Laboratories, Inc.

Date: January 03, 2015

FOR Assignee:
(AxiomSL, Inc.)

I affirm and certify that I have read this Agreement and accept the terms and conditions thereof:



Patrice Melloui,

Title: Director of AxiomSL, Inc.

Date: January 03, 2015

EXHIBIT A**ASSIGNED INTELLECTUAL PROPERTY**

The Assigned Intellectual Property under this Agreement is defined as the Intellectual Property and related Intellectual Property Rights comprising:

- I. **Foundation Intellectual Property** - received by Assignor from Alexander Tsigulkin, pursuant to the FOUNDER'S INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT therewith, effective as of December 29, 2014), comprising all Intellectual Property and Intellectual Property Rights in the below items A to D, within the Assigned Intellectual Property Scope of Use set forth below:

A	Integration Server (inc. Visual Business Rules) Know How, original software architecture, original source code
B	Integration Server / Financial Data Warehouse (inc. Visual Business Rules) Know How, original software architecture, original source code
C	RiskMonitor Know How, original software architecture, original source code
D	All other Intellectual Property (and Intellectual Property Rights) related to the above, Items A-C that was created and/or owned by Alexander Tsigulkin prior to the date of incorporation of the Assignor

Assigned Intellectual Property Scope of Use:

- (a) Products and services for the financial services industry (including, but not limited to, banking, asset management, investment, brokerage, and insurance); and
- (b) Products and services for government regulators and regulatory authorities regulating and/or overseeing the financial services industry.

- II. **Consolidated and Developed Intellectual Property** - comprising:

E	The assigned Intellectual Property and all related Intellectual Property Rights previously received by Assignor from AXIOMA SD pursuant to the INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT therewith, effective as of December 29, 2014
F	The assigned Intellectual Property and all related Intellectual Property Rights previously received by Assignor from Axiom Services LLD pursuant to the INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT therewith, effective as of December 29, 2014
G	Any and all Intellectual Property, that has been produced, developed, and/or improved by Assignor from the date of incorporation thereof through January 03, 2015, as well as all Intellectual Property Rights therein
H	Any and all Intellectual Property, that may be produced, developed, and/or improved by Assignor following January 03, 2015, as well as all Intellectual Property Rights therein

SCHEDULE A

United States Registrations

Mark	Reg. No.	Reg. Date
RISKMONITOR	2,030,038	January 14, 1997
DESIGN	2,060,955	May 13, 1997
COMPEYE	2,114,074	November 18, 1997
CONTROLLERVIEW	2,144,253	March 17, 1998

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