

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TenFold Corporation		10/07/2015	Corporation:
RECEIVING PARTY DATA			
Name:	Callinize, Inc.		
Street Address:	2222 Rio Grande Street		
Internal Address:	Suite 250		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78705		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77863971	TENFOLD	
CORRESPONDENCE DATA			
Fax Number:	4105832437		
<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>			
Email:	harasti@bowie-jensen.com		
Correspondent Name:	Gina M. Harasti, Esq.		
Address Line 1:	210 W. Pennsylvania Avenue		
Address Line 2:	Suite 400		
Address Line 4:	Towson, MARYLAND 21204		
NAME OF SUBMITTER:	Gina M. Harasti, Esq.		
SIGNATURE:	/Gina M. Harasti/		
DATE SIGNED:	12/14/2017		
Total Attachments: 6			
source=Callinize & Tenfold Corp executed Trademark License & Assignment Agmt#page1.tif			
source=Callinize & Tenfold Corp executed Trademark License & Assignment Agmt#page2.tif			
source=Callinize & Tenfold Corp executed Trademark License & Assignment Agmt#page3.tif			
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TRADEMARK LICENSE AGREEMENT & ASSIGNMENT

This Trademark License Agreement & Assignment ("Agreement") is dated as of October 5, 2015 ("Effective Date") between TenFold Corporation, located at Suite 2650, 401 Congress Avenue, Austin, Texas 78701 ("TenFold") and Callinize, Inc., located at 815-A Brazos Street #269, Austin, TX 78701 ("Licensee").

RECITALS

- A. TenFold is the owner of the "Tenfold" trademark, which trademark is protected under the laws of various jurisdictions (the "TenFold Mark") and the domain name tenfold.com ("Domain Name").
- B. TenFold has agreed to permit Licensee to use the TenFold Mark and Domain Name subject to the conditions contained in this Agreement.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

- I. License
 - A. TenFold hereby grants to Licensee, subject to the terms of this Agreement, an exclusive, non-transferable, license to use the TenFold Mark and Domain Name during the term of this Agreement for any lawful purpose.
 - B. Licensee shall pay TenFold a fee of \$85,000 ("Fee") payable as follows: (i) \$35,000 (USD Thirty Five Thousand) upon the Effective Date; and (ii) \$50,000 (USD Fifty Thousand) due upon the earlier of (a) Licensee raising a qualified round of at least \$1,000,000 (USD One Million) or (b) January 01, 2017 (the "Final Date"). Upon notice by Licensee to TenFold, Licensee may extend the Final Date to June 1, 2017 for an additional fee, causing the Fee to increase to \$110,000. If the Final Date is extended, the amount due under sub clause (ii) above shall increase to \$75,000 (with such amount being due and payable on June 1, 2017).
 - C. On September 1, 2017, provide that Licensee has made full payment payment of the total Fee by the applicable due date, TenFold will grant Licensee all right title and interest in the TenFold Mark and the Domain Name in accordance with Exhibit A.
 - D. Licensee acknowledges that notwithstanding anything to the contrary contained in this Agreement, if any payment due hereunder is late, this Agreement shall immediately become null and void (including, but not limited to, any assignment obligation hereunder) and Licensee's license to the TenFold Mark and the Domain Name shall immediately terminate and the TenFold Mark and the Domain Name shall remain with TenFold. Further, any payments already made by the Licensee to TenFold shall be retained by TenFold and will not be required to be refunded to the Licensee.
 - E. The Fee does not include any amounts for duties, import or export fees, sales, use, VAT, property or other taxes which are based on this Agreement, the license granted herein or the payments required to be made under this Agreement. Licensee shall pay

all such duties, fees and taxes. Furthermore, the Fee does not include any fees for transfer of the TenFold Mark or Domain Name. All past due amounts are subject to a late charge equal to one and one-half percent (1½%) per month or the maximum amount allowed by law, whichever is less.

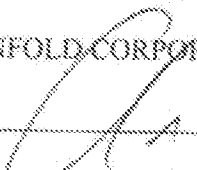
- F. Notwithstanding anything stated elsewhere in this Agreement, Licensee will facilitate the transition as much as possible and agrees to forward any emails or phone calls which are obviously directed towards the Tenfold Corporation appropriately. Further, Licensee explicitly agrees and acknowledges that TenFold shall continue to operate as "TenFold Corporation".
2. Goodwill; Prosecution. Licensee acknowledges ownership of the TenFold Mark and agrees that it will do nothing inconsistent with such ownership and agrees that all use of the TenFold Mark by Licensee will inure to the benefit of and be on behalf of TenFold until assignment of the TenFold Mark. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the TenFold Mark, other than the right to use the TenFold Mark in accordance with the Agreement until assignment. The goodwill in the TenFold Mark shall inure to the benefit of TenFold until assignment of the TenFold Mark. In no event shall Licensee register, attempt to register, or use any trademark that is similar to the TenFold Mark until assignment of the TenFold Mark.
3. Use of the TenFold Mark.
- A. Licensee shall not use the TenFold Mark in any manner that may disparage the TenFold Mark or impair the validity, scope, title or goodwill in the TenFold Mark until assignment of the TenFold Mark. Licensee shall offer goods and services of at least the same quality as those offered by TenFold under the TenFold Mark. Licensee shall use the TenFold Mark in compliance with all applicable legal requirements.
- B. In each item that includes, bears or references any TenFold Mark, Licensee agrees to provide a specific trademark attribution that acknowledges TenFold, Inc. as the owner of the TenFold Mark until assignment of the TenFold Mark. Such attribution shall be consistent with the attribution requirements provided by TenFold. For clarity, this requirement will be satisfied by Callinize making this attribution on a single web page that is linked to from its other web pages using the TenFold Mark.
4. Indemnification. Licensee shall indemnify and defend TenFold against any and all claims, liabilities, losses, expenses, or damages which may be suffered or incurred arising out of or related to (i) Licensee's activities under this Agreement; (ii) use of the Domain Name; or (iii) use of the TenFold Mark.
5. Term, Renewal and Termination.
- A. TenFold may terminate this Agreement by providing Licensee with written notice of termination in the event Licensee defaults in the performance or observance of any of its obligations under this Agreement, and such default shall continue for fifteen (15) days after notice specifying such default has been given to Licensee by TenFold.

- B. TenFold may terminate this Agreement if Licensee files a petition for bankruptcy or insolvency, has an involuntary petition under bankruptcy laws filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern; or
- C. TenFold's rights of termination shall not be exclusive, and TenFold's exercise thereof shall not preclude its exercise of any other right or remedy that it may have by law.
- D. Upon the expiration or termination of this Agreement pursuant to Paragraph 5(A) or 5(B), the license granted hereby to Licensee shall immediately terminate and any further use of the TenFold Mark shall constitute infringement of by Licensee. Under no circumstance will the Fee be refundable.
6. No Warranty. Licensee acknowledges that the TenFold Mark and Domain Name are being provided without warranty, "AS IS". TENFOLD MAKES NO WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.
7. Limitation of Liability. IN NO EVENT SHALL TENFOLD BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), FOR ATTORNEY'S FEES OR COSTS OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY LICENSEE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL TENFOLD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
8. Miscellaneous Provisions.
- A. Licensee may not sell, transfer, assign or sublicense its rights, in whole or in part, under this Agreement without TenFold's prior written consent.
- B. No amendment, modification, or addition to this Agreement shall be binding upon either party unless in writing and duly executed by each of the parties in the same manner as the execution of this Agreement.
- C. Any notice or other communication to either party to this Agreement required or permitted hereunder shall be in writing and shall be sent to such party by personal delivery to an authorized representative or officer of the party or by express courier service or overnight delivery service of national standing, and shall be deemed to have been served on the date of delivery or attempted delivery (if receipt is refused).

- D. This Agreement contains all the understandings and representations between the parties relating to the matters referred to herein, and supersedes and terminates any understandings or agreements previously entered into between the parties with respect thereto.
- E. The provisions of this Agreement are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the parties hereto.
- F. Disputes arising in connection with the terms and conditions of this grant of permission shall be governed by, and construed, enforced and interpreted in accordance with, the internal substantive laws of the State of Texas, without regard to the conflict of laws provisions of any state or jurisdiction. Any action arising out of this Agreement shall be brought in the state or federal courts located in Austin, Texas and Licensee hereby agrees to the jurisdiction of such courts.

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

TENFOLD CORPORATION, INC.

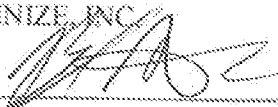
By:  _____

Name: Andrew S. Price

Title: Chief Financial Officer

Date: October 7, 2015

CALLINIZE, INC.

By:  _____

Name: Blake Robertson

Title: Chief Executive Officer

Date: October 7th, 2015

TRADEMARK

REEL: 006228 FRAME: 0234

EXHIBIT A

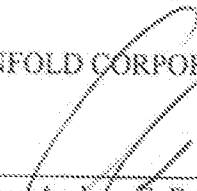
TRADEMARK ASSIGNMENT

WHEREAS, TenFold Corporation, a Delaware corporation, owns the trademark and domain name attached hereto as Schedule L; and

WHEREAS, Callinize, Inc, a Delaware corporation, is desirous of acquiring said trademark and the associated registration;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, TenFold Corporation hereby assigns to Callinize, Inc. all its right, title and interest in and to the trademark and domain name set forth in Schedule L, and any associated goodwill.

TENFOLD CORPORATION

By: 
Name: Andrew S. Price
Title: Chief Financial Officer

SCHEDULE I

Mark

Tenfold (U.S. Registration 3878778)

Domain Name

tenfold.com

TRADEMARK

RECORDED: 12/14/2017

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