

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460413

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smart Action Company, LLC		01/31/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SmartAction LLC		
<b>Street Address:</b>	300 North Continental Blvd, Suite 350		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5301251	OMNI-BOT	
<b>Registration Number:</b>	5253872	SMARTACTION	
<b>Registration Number:</b>	4655128	IVR WITH A BRAIN	
<b>Registration Number:</b>	4655259	IVA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	+1.978.463.9100		
<b>Email:</b>	trademarks@sandsip.com		
<b>Correspondent Name:</b>	Aaron Y. Silverstein		
<b>Address Line 1:</b>	14 Cedar Street, Suite 224		
<b>Address Line 4:</b>	Amesbury, MASSACHUSETTS 01913-1831		
<b>NAME OF SUBMITTER:</b>	Aaron Y. Silverstein		
<b>SIGNATURE:</b>	/Aaron Y. Silverstein/		
<b>DATE SIGNED:</b>	02/01/2018		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “**Agreement**”) is made effective as of January 31, 2018 (the “**Effective Date**”), by and between Smart Action Company LLC, a California limited liability company (the “**Assignor**”) and SmartAction LLC, a Delaware limited liability company (the “**Assignee**”). Assignor and Assignee may each be individually referred to herein as a “**Party**” to this Agreement and collectively, the “**Parties**” to this Agreement.

**WHEREAS**, Assignor and Assignee entered into that certain Asset Purchase Agreement, by and among (i) Adaptive A.I. Inc., a Delaware corporation, (ii) Assignor, and (iii) Assignee, dated as of January 31, 2018 (the “**Asset Purchase Agreement**”), pursuant to which Assignor agreed to transfer and assign certain assets to Assignee;

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignee desires to acquire all rights, title, and interest in and to the intellectual property set forth on **Schedule A** attached hereto (“**Assigned Assets**”) and together with the goodwill associated therewith; and

**WHEREAS**, Assignor is willing to assign to Assignee all rights, title, and interest in and to the Assigned Assets and together with the goodwill associated therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the foregoing and as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest throughout the world in and to the intellectual property rights (copyright, trademark, trade dress, patents, inventions, discoveries, ideas, know-how, trade secrets, and otherwise), contract rights, and other rights in the Assigned Assets, including, without limitation:

(a) any and all copyright registrations, applications, renewals, common law rights, statutory rights, right to create derivative works, the right to copy the Assigned Assets, the right to issue copies of the Assigned Assets to the public, the right to rent or lend the Assigned Assets to the public, the right to perform, show or play the Assigned Assets in public, the right to communicate the Assigned Assets to the public, and the exclusive right to dispose of the Assigned Assets in any manner whatsoever;

(b) any and all trademark registrations, applications, renewals, common law rights, statutory rights, and the goodwill of the business symbolized by the trademarks set forth on **Schedule A** attached hereto (“**Marks**”), and the portion of the Assignor’s business to which the Marks pertains to, and the right of Assignor to conduct business under the Marks;

(c) any and all inventions, discoveries, patents, patent applications, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals related to the inventions, Letters Patents, and application for Letters Patents set forth on **Schedule A** attached hereto, any application claiming priority to said applications, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors,

legal representatives and assigns, to the full end of the term or terms for which the patents may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made;

(d) any and all rights to the domain names set forth on **Schedule A** attached hereto (“**Domain Names**”)

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Moral Rights. The foregoing assignment includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, “**Moral Rights**”). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Assignor hereby waives such Moral Rights and consents to any action of the Assignee that would violate such Moral Rights in the absence of such consent. Assignor will confirm any such waivers and consents from time to time as requested by the Assignee.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and any other national, federal, and state government officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. Assignor agrees to initiate and cooperate with Assignee to complete the transfer process with respect to the Domain Names electronically from Assignor’s account to Assignee’s account (and servers to the extent reasonably required to transfer ownership and control of the Domain Names), and to execute and deliver such assignment and other documents as the registrar of the Domain Names may require in order to effectuate the transfer of control and ownership of the Domain Names from Assignor to Assignee. This Assignment may be submitted to the Internet Corporation for Assigned Names and Numbers, pursuant to the Uniform Domain Name Dispute Resolution Policy, or any similar offices throughout the world, or to any other party, as evidence of Assignee’s ownership.

4. Further Assurances. Assignor shall execute and deliver, at the reasonable request of Assignee, such additional documents, instruments, conveyances and assurances and take such further actions as Assignee may reasonably request to carry out the provisions hereof and give

effect to the transactions contemplated by this Assignment. In the event that Assignor fails to do so, Assignor hereby irrevocably appoints Assignee as Assignor's limited attorney-in-fact, which appointment shall be deemed a power coupled with an interest, with limited rights of substitution and delegation, solely to execute any such instruments on Assignor's behalf consistent herewith, and Assignee shall provide Assignor with a written copy thereof.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

7. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

8. Incorporation of Recitals. The recitals to this Agreement are incorporated herein by reference and made a part of this Agreement.

9. Conflicts. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Agreement in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement. Nothing in this Agreement should be deemed to supersede or enlarge or modify any of the provisions of the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

10. Validity; Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. If any provision of this Agreement shall be held invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. Any termination of a provision as a result of the exercise of any termination right in and to intellectual property shall not affect the validity of the remaining provisions herein, and to the extent any provision is terminated as a result of the exercise of the termination right in and to intellectual property, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

11. No Interpretation Against Drafter. Each Party recognizes that this Agreement is a legally binding contract. Each Party acknowledges that it has had the opportunity to consult with legal counsel of choice. In any construction or interpretation of the terms of this Agreement, no term, or part thereof, shall be construed against either Party on the basis of that Party being the drafter of such terms.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute a single instrument. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be

delivered using .pdf, fax, or similar type file transmitted via electronic mail, cloud-based server, e-signature technology, or similar electronic means.

13. Headings. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14. Authority. Each Party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

15. Legal Representation. The Parties acknowledge that they have read this Agreement, that they have or have otherwise had the reasonable opportunity to consult with counsel before signing this Agreement, that they fully understand its terms and conditions, and that they are not relying on any statements or representations by any person, except those statements and representations contained in this Agreement.

16. No Oral Amendments. No amendment, supplement, modification, or waiver of this Agreement or any provision contained herein, shall be valid unless set forth in a writing executed by both Parties hereto.

*[Signature Page Follows]*

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

**ASSIGNOR**

Smart Action Company LLC,  
a California limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE**

SmartAction LLC,  
a Delaware limited liability company  
By: SmartAction Holdings, Inc., its sole  
member

By: W. C. Smith, Jr.

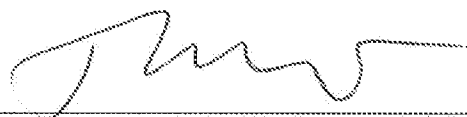
Name: Warren C. Smith, Jr.

Title: Chairman

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

**ASSIGNOR**

Smart Action Company LLC,  
a California limited liability company

By:  \_\_\_\_\_

Name: Thomas Lewis

Title: Authorized Person

**ASSIGNEE**

SmartAction LLC,  
a Delaware limited liability company  
By: SmartAction Holdings, Inc., its sole  
member

By: \_\_\_\_\_

Name: Warren C. Smith, Jr.

Title: Chairman



**SCHEDULE A**

**SCHEDULE OF ASSIGNED ASSETS**

**Trademarks**

Mark	Filing Date	Registration Date	Registration Number
IVA	November 7, 2013	December 16, 2014	4655259
IVR WITH A BRAIN	October 2, 2013	December 16, 2014	4655128
SMARTACTION	May 3, 2016	August 1, 2017	5253872
OMNI-BOT	March 14, 2017	October 3, 2017	5301251

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