

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertical Networks US LLC		10/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Solve HQ, Inc.		
Street Address:	731 Greentree Road		
City:	Pacific Palisades		
State/Country:	CALIFORNIA		
Postal Code:	90272		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87924374	SOLVE	
Serial Number:	87758910	SOLVE	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
	<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:	(310) 883-6427		
Email:	trademarks@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	335152-20000		
NAME OF SUBMITTER:	Marcus D. Peterson		
SIGNATURE:	/Marcus D. Peterson/		
DATE SIGNED:	02/05/2019		
Total Attachments: 5			
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EXHIBIT B
ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), is dated as of October 1, 2018, by and between by and between Vertical Networks US LLC, a Delaware limited liability company (“**Assignor**”), and Solve HQ, Inc., a Delaware corporation (“**Assignee**”), and together with Assignor, the “**Parties**”). Except as otherwise indicated herein, capitalized terms used herein shall have the meanings set forth in the Asset Purchase Agreement, dated as of October 1, 2018, by and between the Parties (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor (collectively, the “**IP Assets**”), and has agreed to execute and deliver this IP Assignment.

NOW, THEREFORE, in consideration of the representations and warranties and mutual covenants and agreements contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the IP Assets, which shall include, but not be limited to, the assets set forth on Schedule 1 and Schedule 2.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents of the United States Patent and Trademark Office (“**USPTO**”) and the Commissioner for Trademarks of the USPTO to record and register this IP Assignment upon request by Assignee.
3. Terms of the Purchase Agreement. Nothing contained in this IP Assignment is intended to or shall be deemed to modify, alter, amend, expand upon or otherwise change any of the rights, remedies, or obligations of Assignor and Assignee under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Counterparts and Execution. This IP Assignment may be executed in two or more counterparts (including by facsimile, PDF or similar electronic means), 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 of the Parties and delivered to the other Party.
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

Vertical Networks US LLC

By: Jesus Chavez
Name: Jesus Chavez
Title CEO

Solve HQ, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

Vertical Networks US LLC

By: _____
Name: Jesus Chavez
Title

Solve HQ, Inc.

By: Tom Wright
Name: Tom Wright
Title: CEO

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND APPLICATIONS

Trademark	Country	Serial No.
SOLVE	United States	87924374
SOLVE	United States	87758910

SCHEDULE 2

ASSIGNED PATENTS AND PATENT APPLICATIONS

Country	Title of Invention	Issue Date	Patent No.	Owner

NONE.