

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SENTIENT TECHNOLOGIES HOLDINGS LIMITED		12/04/2018	LIMITED COMPANY (LTD.): VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Cognizant Technology Solutions U.S. Corporation		
Street Address:	500 Frank W. Burr Boulevard		
City:	Teaneck		
State/Country:	NEW JERSEY		
Postal Code:	07666		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4712712	DARKCYCLE	
Registration Number:	4859536	DARKCYCLE	
Registration Number:	4564429	GENETIC FINANCE	
Registration Number:	4572634	GENETIC FINANCE	
Registration Number:	4257840	GENETIC FINANCE	
Registration Number:	4739426	GRIDMACHINE	
Registration Number:	4859537	GRIDMACHINE	
Serial Number:	87532321	SENTIENT LEAF	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ann K. Ford (DLA Piper LLP (US))		
Address Line 1:	500 Eighth Street NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	David M. Kramer		
SIGNATURE:	/David M. Kramer/		

CH \$215.00 4712712

DATE SIGNED:	02/08/2019
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Total Attachments: 9
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment (this "*Assignment*") dated as of December 4, 2018 (the "*Effective Date*"), is made by and among **SENTIENT TECHNOLOGIES (BARBADOS) LIMITED**, a Barbados company ("*Sentient Barbados*"), **SENTIENT TECHNOLOGIES HOLDINGS LIMITED**, a British Virgin Islands Business Company incorporated under the BVI Business Companies Act, 2004 ("*Sentient BVI*") and **SENTIENT TECHNOLOGIES (USA) LLC**, a Delaware limited liability company ("*Sentient U.S.*") (collectively, Sentient Barbados, Sentient BVI and Sentient U.S., "*Assignor*"), and **COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION**, a Delaware corporation ("*Assignee*"). Assignor and Assignee are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "*Asset Purchase Agreement*");

WHEREAS, Assignor owns all rights, title and interest in the intellectual property set forth on **Schedule A** and **Schedule B**, namely, the trademarks listed in the attached **Schedule A**, all applications and registrations pertaining thereto (collectively, the "*Trademarks*"), and Assignor owns all common-law rights associated therewith, together with the goodwill arising from the use of the Trademarks by Assignor and/or Assignors' predecessors in interest, related companies, and/or licensees (collectively, the "*Common Law Rights and Goodwill*"), and the domain names listed in the attached **Schedule B** (collectively, the "*Names*"), and together with the Trademarks and Common Law Rights and Goodwill, the "*Intellectual Property*");

WHEREAS, Assignor desires to transfer all right, title and interest in and to the Intellectual Property;

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Intellectual Property; and

WHEREAS, to the extent any of the Trademarks are currently pending U.S. applications with an intent-to-use filing basis, Assignor acknowledges that Assignee is the successor of that portion of Assignors' business to which the trademarks in such applications pertain.

NOW THEREFORE, in consideration of the mutual benefits to be derived from this Assignment and of the representations, warranties, conditions, agreements and promises contained in the Asset Purchase Agreement, and other 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 forever and irrevocably, without reservation, sells, conveys, transfers, and assigns, free and clear of any and all Liens and other encumbrances, to Assignee, and Assignee hereby accepts, all of Assignors' worldwide right, title, and interest in and to the Intellectual Property, including but not limited to the goodwill therein and the right to create derivative works, and the right to sue and collect damages against third parties for all instances of past and future infringement, unfair competition, trademark dilution, and other violations of the laws of any country, with respect to the Intellectual Property. Assignor shall have no remaining rights whatsoever in the Intellectual Property.

2. Further Assurances and Covenant. Following the Effective Date, upon Assignee's request, Assignor shall take such steps and actions, and execute and deliver such additional instruments

and documents, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, country-specific trademark assignments, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence, or perfect the assignment of, or for the procurement, maintenance, enforcement and defense of, the Intellectual Property to Assignee, or any assignee or successor thereto. Assignor hereby represents, warrants, and covenants that Assignor has not entered into and will not enter into any agreement inconsistent with this Assignment.

3. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5. Amendment. This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by all Parties.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signatures appear on next page]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this Assignment to be signed in their respective names by their duly authorized representatives as of the date first above written.

ASSIGNEE:

COGNIZANT TECHNOLOGY SOLUTIONS
U.S. CORPORATION

By:

HD
Name: Harry Demas
Title: Vice President, Legal

ASSIGNOR:

SENTIENT TECHNOLOGIES (BARBADOS)
LIMITED

By: _____

Name: _____

Title: _____

SENTIENT TECHNOLOGIES HOLDINGS
LIMITED

By: _____

Name: _____

Title: _____

SENTIENT TECHNOLOGIES (USA) LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this Assignment to be signed in their respective names by their duly authorized representatives as of the date first above written.

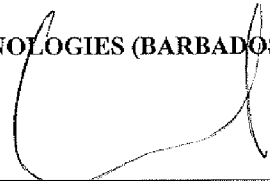
ASSIGNEE:

**COGNIZANT TECHNOLOGY SOLUTIONS
U.S. CORPORATION**

By: _____
Name: Harry Demas
Title: Vice President, Legal

ASSIGNOR:

**SENTIENT TECHNOLOGIES (BARBADOS)
LIMITED**

By: 
Name: Antoine Blondeau
Title: Director

**SENTIENT TECHNOLOGIES HOLDINGS
LIMITED**

By: _____
Name: Babak Hojdat
Title: CEO

SENTIENT TECHNOLOGIES (USA) LLC

By: _____
Name: Babak Hojdat
Title: President

SIGNATURE PAGE TO THE TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

**SCHEDULE A
Trademarks**

	TRADEMARK	OFFICIAL NO.	CLASS(ES)	COUNTRY	STATUS
1	DARKCYCLE	4712712	42	U.S.	Registered
2	DARKCYCLE	4859536	09	U.S.	Registered
3	GRIDMACHINE	4739426	42	U.S.	Registered
4	GRIDMACHINE	4859537	09	U.S.	Registered
5	SENTIENT LEAF	87532321	42	U.S.	Pending/Notice of Allowance Issued
6	GENETIC FINANCE	4257840	09	U.S.	Registered
7	GENETIC FINANCE	4564429	42	U.S.	Registered
8	GENETIC FINANCE	4572634	35	U.S.	Registered
9	SENTIENT LEAF	1922160 (IR 1398166)	42	Australia (International Registration - Extends to <i>Australia</i> , China, European Union, New Zealand, Republic of Korea, Singapore and United Kingdom)	Pending
10	SENTIENT LEAF	1878023	42	Canada	Pending (Office action Issued)
11	DARKCYCLE	11404895	09	China	Registered
12	DARKCYCLE	11404894	36	China	Registered
13	DARKCYCLE	11404909	38	China	Registered
14	DARKCYCLE	11404908	42	China	Registered
15	DARKCYCLE (in Chinese Characters)	11404904	42	China	Registered
16	DARKCYCLE (in Chinese Characters)	11404907	09	China	Registered
17	DARKCYCLE (in Chinese Characters)	11404906	36	China	Registered
18	DARKCYCLE (in Chinese Characters)	11404905	38	China	Registered
19	GRIDMACHINE	11404903	09	China	Registered
20	GRIDMACHINE	11404902	36	China	Registered
21	GRIDMACHINE	11404901	38	China	Registered

22	GRIDMACHINE	11404900	42	China	Registered
23	GRIDMACHINE (in Chinese Characters)	11404896	42	China	Registered
24	GRIDMACHINE (in Chinese Characters)	11404899	09	China	Registered
25	GRIDMACHINE (in Chinese Characters)	11404897	38	China	Registered
26	GRIDMACHINE (in Chinese Characters)	11404898	36	China	Registered
27	SENTIENT LEAF	IR 1398166	42	China (International Registration - Extends to Australia, China , European Union, New Zealand, Republic of Korea, Singapore and United Kingdom)	Pending
28	DARKCYCLE	009867151	09, 36, 38, 42	European Union (EUTM)	Registered
29	GRIDMACHINE	011070265	09, 36, 38, 42	European Union (EUTM)	Registered
30	GENETIC FINANCE	009426503	42	European Union (EUTM)	Registered
31	GENETIC FINANCE	009252412	09, 35, 36	European Union (EUTM)	Registered
32	SENTIENT LEAF	IR 1398166	42	European Union (International Registration - Extends to Australia, China, European Union , New Zealand, Republic of Korea, Singapore and United Kingdom)	Registered
33	DARKCYCLE	301882503	09, 36, 38, 42	Hong Kong	Registered
34	GRIDMACHINE	302329128	09, 36, 38, 42	Hong Kong	Registered
35	SENTIENT LEAF	1091440 (IR 1398166)	42	New Zealand (International Registration - Extends to Australia, China, European Union, New Zealand , Republic of	Registered

				Korea, Singapore and United Kingdom)	
36	SENTIENT LEAF	IR 1398166	42	Republic of Korea (International Registration - Extends to Australia, China, European Union, New Zealand, Republic of Korea , Singapore and United Kingdom)	Pending
37	DARKCYCLE	T1104534Z	09, 36, 38, 42	Singapore	Registered
38	GRIDMACHINE	T1212784F	09, 36, 38, 42	Singapore	Registered
39	GENETIC FINANCE	T10128732	42	Singapore	Registered
40	GENETIC FINANCE	T1009067H	09, 35, 36	Singapore	Registered
41	SENTIENT LEAF	10201807815 (IR 1398166)	42	Singapore (International Registration - Extends to Australia, China, European Union, New Zealand, Republic of Korea, Singapore and United Kingdom)	Pending
42	SENTIENT LEAF	IR 1398166	42	United Kingdom (International Registration - Extends to Australia, China, European Union, New Zealand, Republic of Korea, Singapore and United Kingdom)	Pending

**SCHEDULE B
Domain Names**

DOMAIN NAME	OWNER	REGISTRAR	EXPIRATION DATE
ai-aas.com	LEAF	Network Solutions	09/28/2019
ai-aas.org	LEAF	Network Solutions	09/28/2019
ai-aas.info	LEAF	Network Solutions	05/11/2019
ai-aas.net	LEAF	Network Solutions	09/28/2019
ai-aas.org	LEAF	Network Solutions	09/28/2019
big-compute.net	LEAF	Network Solutions	12/01/2019
bigcompute.net	LEAF	Network Solutions	12/01/2019
darkeycl.es	LEAF	Europe Registry	04/05/2020
darkeycycle.io	LEAF	Network Solutions	09/09/2019
darkeycycle.net	LEAF	Network Solutions	03/25/2021
darkeycycle.org	LEAF	Network Solutions	03/25/2021
distributedai.net	LEAF	Network Solutions	05/30/2019
distributedartificialintelligence.com	LEAF	Network Solutions	05/30/2019
distributedartificialintelligence.net	LEAF	Network Solutions	05/30/2019
evolution.ml	LEAF	Freenom	03/12/2021
gridmachine.co.kr	LEAF	Instra	05/26/2019
gridmachine.com	LEAF	Network Solutions	08/03/2019
gridmachine.kr	LEAF	Instra	05/26/2019
metalearning-symposium.ml	LEAF	101domain	10/23/2019
metalearningsymposium.ml	LEAF	101domain	10/23/2019
mygridmachine.com	LEAF	Network Solutions	08/12/2022
studio.ml	LEAF	Freenom	08/14/2020