

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529255

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ayasdi, Inc. | | 05/06/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Ayasdi AI LLC | | |
| Street Address: | 4 Main Street | | |
| City: | Los Altos | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3838864 | AYASDI | |
| Registration Number: | 4769993 | AYASDI CARE | |
| Registration Number: | 4769991 | | |
| Registration Number: | 4770102 | AYASDI CORE | |
| Registration Number: | 4770101 | | |
| Registration Number: | 4769992 | AYASDI CURE | |
| Registration Number: | 4769990 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2026725399 | | |
| <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: | 202-672-5300 | | |
| Email: | IPDocketing@foley.com | | |
| Correspondent Name: | Katherine P. Califa | | |
| Address Line 1: | Foley & Lardner LLP | | |
| Address Line 2: | 3000 K Street, N.W., Sixth Floor | | |
| Address Line 4: | Washington, D.C. 20007 | | |
| NAME OF SUBMITTER: | Katherine P. Califa | | |
| SIGNATURE: | /Katherine P. Califa/ | | |
| DATE SIGNED: | 06/26/2019 | | |

OP \$190.00 3838864

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of May 6, 2019, is made by Ayasdi, Inc., a Delaware corporation, located at 4400 Bohannon Drive, Suite 200, Menlo Park, California 94025 ("Assignor"), in favor of Ayasdi AI LLC, a Delaware limited liability company, located at 4 Main Street, Los Alto, CA 94022 ("Assignee"), the purchaser of substantially all of the assets of Assignor pursuant to that certain Asset Purchase Agreement, of even date herewith, among Assignor and Assignee (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee substantially all of its assets, including without limitation certain intellectual property of Assignor, and has agreed to simultaneously execute and deliver this IP Assignment.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. Pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns all of Assignor's right, title, and interest in, to and under the following (the "Assigned IP"):

(a) the trademarks set forth on Schedule 1 hereto and all registrations and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including all common law rights;

(b) the domain names set forth on Schedule 2 hereto, including the current registrations thereof (the "Domain Names");

(c) the social media identifiers set forth on Schedule 3 hereto (the "Identifiers"), including any goodwill that may be associated with the Identifiers;

(d) the patents and patent applications set forth on Schedule 4 hereto (the "Patents and Patent Applications") and all intellectual and industrial property rights thereto throughout the world, including all rights of priority; as well as in and to:

(i) the patent applications and all other applications for Letters Patent relating to the Patents and Patent Applications, all Letters Patent which may issue from said applications, all divisions, continuations, reissues, renewals, and extensions of said applications and Letters Patent, and the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention and any other international agreement, such rights to be held and enjoyed by Assignee, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by Assignor had assignment not been made. For the avoidance of doubt, to the extent, if any, that Assignor has not previously assigned all of Assignor's rights to Assignee, Assignor hereby assigns all of Assignor's rights to the Patents and Patent Applications including all intellectual and industrial property rights thereto throughout the world, including all rights of priority, unto assignee;

(ii) Assignor hereby authorizes Assignee to file patent applications in any or all countries for inventions relating to the patent applications set forth in Schedule 3 in the name of Assignee or otherwise as Assignee may deem advisable; and

(iii) Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and the corresponding officials throughout the world, to issue said Letters Patent

to Assignee as assignee of the entire interest, for the sole use and benefit of Assignee, its successors and assigns;

(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, license fees, income, payments, and other proceeds 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, 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, 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, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Transfer of Domain Names. Assignor shall execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names to Assignee, and cause the Domain Names to be registered in the name of Assignee with the domain name registry designated by Assignee, including, where applicable, Assignor's unlocking the Domain Names and obtaining from each registrar (and promptly sharing with Assignee) all necessary transfer authorization codes.

4. Transfer of Social Media Identifiers and Accounts. Assignor shall promptly assist Assignee in transferring the Identifiers and transferring control of the user accounts associated with the Identifiers (the "Accounts") to Assignee, and shall promptly make all necessary arrangements with the entity with which each Account is registered to transfer to Assignee the exclusive control of the Accounts, including, where applicable, providing Assignee with all information (including login and password) to access and take full ownership and control of the Accounts.

5. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Counterparts. This IP 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 IP 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 IP Assignment.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[Signature page follows]

IN WITNESS WHEREOF, Assignee has duly accepted this IP Assignment from Assignor as of the date first written above.

AYASDI AI LLC

By 

Name: Pradyut Shish

Title: Vice President

Address for Notices:

4 Main Street
Los Alto, CA 94022

ACKNOWLEDGMENT

STATE OF California)

) SS.

COUNTY OF Santa Clara)

On the 1st day of May, 2019, before me personally appeared Pradyut Shish, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the _____ of Ayasdi AI LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of Ayasdi AI LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: _____

See Attached

Notary Public
Printed Name: _____

[Signature Page to Intellectual Property Assignment]

TRADEMARK

REEL: 006678 FRAME: 0166

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

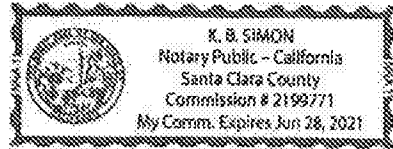
On 5-1-2019 before me, K B Simon, Notary Public

personally appeared Pradyut Shah Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature K B Simon Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date: Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name: Corporate Officer - Title(s): Partner - Limited General Individual Attorney In Fact Trustee Guardian or Conservator Other: Signer Is Representing:

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first written above.

AYASDI, INC.

By _____
Name: GURJEET SINGH
Title: CEO

Address for Notices:

4400 Bohannon Drive, Suite 200, Menlo Park,
California 94025

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

), SS.

On the _____ day of _____, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the _____ of 3rd Dimension LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of 3rd Dimension LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: _____

Notary Public
Printed Name: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN MATEO


On MAY 6 2019 before me, Francisco J Rodriguez Notary Public
(insert name and title of the officer)

personally appeared GURJEET SINGH
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

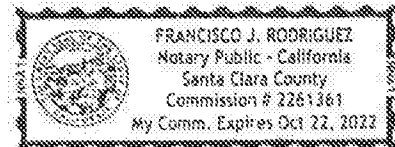
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



SCHEDULE 1
TRADEMARKS

| Trademark | Country | Class(es) | Application Date | Application No. | Registration Date | Registration No. | Status |
|---|--------------------------|---------------------|------------------|-----------------|-------------------|------------------|------------|
| AYASDI | United States of America | 09 Int., 42 Int. | 7-May-2009 | 77731730 | 24-Aug-2010 | 3,838,864 | Registered |
| AYASDI CARE | United States of America | 09 Int., 42 Int. | 16-Apr-2014 | 86253718 | 7-Jul-2015 | 4769993 | Registered |
| AYASDI CARE LOGO  | United States of America | 09 Int., 42 Int. | 16-Apr-2014 | 86253713 | 7-Jul-2015 | 4769991 | Registered |
| AYASDI CORE | United States of America | 09 Int., 42 Int. | 7-May-2014 | 86274937 | 7-Jul-2015 | 4770102 | Registered |
| AYASDI CORE LOGO  | United States of America | 09 Int., 42 Int. | 7-May-2014 | 86274936 | 7-Jul-2015 | 4770101 | Registered |
| AYASDI CURE | United States of America | 09 Int., 42 Int. | 16-Apr-2014 | 86253716 | 7-Jul-2015 | 4769992 | Registered |
| AYASDI CURE LOGO  | United States of America | 09 Int., 42 Int. | 16-Apr-2014 | 86253711 | 7-Jul-2015 | 4769990 | Registered |

4833-9488-4501