

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548526

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		11/01/2019	Private Limited Company: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Evolv Technology Solutions, Inc.		
Street Address:	149 New Montgomery St., Suite 309		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88213982	EVOLV TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8557056414		
Email:	trademarks@dbllawyers.com		
Correspondent Name:	Thomas Dunlap		
Address Line 1:	211 Church Street SE		
Address Line 4:	Leesburg, VIRGINIA 20175		
NAME OF SUBMITTER:	Ashley N. Barendse		
SIGNATURE:	/Ashley N. Barendse/		
DATE SIGNED:	11/07/2019		
Total Attachments: 10			
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ASSET CONTRIBUTION AGREEMENT

This ASSET CONTRIBUTION AGREEMENT (this “Agreement”), dated as of November 1, 2019 (the “Effective Date”) is entered into by and among Evolv Technology Solutions, Inc., a Delaware corporation (“Company”) and Sentient Technologies Holdings Limited, a British Virgin Islands Business Company incorporated under the BVI Business Companies Act, 2004 (“Sentient”). Company and Sentient are referred to herein, collectively, as the “Parties,” and, individually, as a “Party.”

RECITALS

WHEREAS, Sentient wishes to provide for the initial capitalization of the Company;

WHEREAS, in accordance with the terms and conditions of this Agreement, Sentient desires to contribute and assign to the Company, and the Company desires to accept and assume from Sentient, certain intellectual property rights in consideration of the Company’s issuance to Sentient the Shares (as defined below);

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I CONTRIBUTION

Section 1.1 Contribution of the Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing (as defined below), Sentient shall and hereby does contribute, assign, transfer, convey, and deliver to the Company, and the Company shall accept and receive from Sentient, all of Company’s right, title, and interest in and to the following assets, properties, and rights (collectively, the “Contributed Assets”):

(a) The Intellectual Property that Sentient owns as of the Effective Date as set forth on Schedule 1 (the “Transferred Intellectual Property”).

Section 1.2 Excluded Assets. Sentient is not contributing, and the Company is not acquiring, any assets and properties of Sentient except for the Contributed Assets (such retained assets and properties, the “Excluded Assets”).

(a) Assumed Liabilities. In connection with the Contribution of the Contributed Assets pursuant to this Agreement, at the Closing, subject to all terms and conditions of this Agreement, the Company shall assume all Liabilities relating to the ownership, operation, use, exploitation, or maintenance of the Contributed Asset (the “Assumed Liabilities”).

Section 1.3 Excluded Liabilities. Except for the Assumed Liabilities, notwithstanding anything to the contrary, the Company is not assuming (and Sentient shall retain without recourse to the Company) any and all Liabilities or obligations of Sentient whatsoever (including without limitation any Liabilities arising out of relating to the Excluded Assets), whether direct or indirect, known or unknown, absolute or contingent, matured or unmatured, or currently existing or hereinafter arising (the “Excluded Liabilities”). For the sake of clarity, Excluded Liabilities, includes, without limitation, all Liabilities and obligations whatsoever of Sentient as of the date hereof that relate primarily to Digital Certainty, whether

direct or indirect, known or unknown, absolute or contingent, matured or unmatured, or currently existing or hereinafter arising; provided that this sentence shall not apply to the Contributed Asset.

Section 1.4 Sentient Closing Deliverables. Upon the Closing, Sentient shall deliver to the Company the following (collectively the "Sentient Closing Deliverables"): a duly executed counterpart to this Agreement and the bill of sale for the Contributed Assets that constitute tangible personal property in the form attached hereto as Exhibit A (the "Bill of Sale").

Section 1.5 Company Closing Deliverables. Upon the Closing, the Company shall deliver to Sentient a duly executed counterpart to this Agreement and the Bill of Sale (collectively the "Company Closing Deliverables").

Section 1.6 Consideration. In consideration for the Contribution of the Contributed Assets (the "Consideration"), before the date of Closing, the Company authorized the issuance to Sentient, pursuant to the terms and conditions of this Agreement, of a total of 2,296,244 shares of Series Seed Preferred Stock of the Company (the "Shares").

Section 1.7 Closing. The Contribution of the Contributed Assets shall take place at a closing (the "Closing") to be held at the offices of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, One Bush Street, Suite 1200, San Francisco, California, at 3:00 p.m., Pacific time on the date hereof (the "Closing Date"), or at such other place or at such other time or on such other date as the Company and Sentient mutually may agree in writing, which may include the electronic exchange of signature pages for consummation of the Closing.

Section 1.8 Further Assurances. At the Company's request after the Closing Date, Sentient shall assist the Company in every proper way to evidence, record and perfect the foregoing Section 1 assignment, including in each case without limitation promptly executing and delivering to the Company such instruments of sale, transfer, conveyance, assignment, recordation and other such instruments as may be reasonably requested by the Company in order to vest in the Company all right, title, and interest in and to the Contributed Asset and from time to time secure, enforce, maintain and defend the Company's right, title and interest in the Contributed Asset; provided, that the Company shall not be required under this Section 1.9 to execute any document or take any action that would result, or be reasonably likely to result, in any Liability that would be adverse in any material respect to the Company or its Affiliates. The Company shall act in good faith in applying the foregoing proviso to any request by the Company under this Section 1.9. Sentient hereby irrevocably designates and appoints the Company as its agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in Sentient's behalf to execute and file any document and to do all other lawfully permitted acts to further the purpose of the foregoing with the same legal force and effect as if executed by Sentient.

Section 1.9 Taxation. To the extent permitted by applicable law, Sentient and the Company agree to report the issuance of the Shares in a manner consistent with the intent of the parties that the issuance of Shares to Company will be a tax-free transfer of assets as described in Section 351(a) of the Internal Revenue Code of 1986, as amended (the "Code"), pursuant to which Company will receive stock of the Company constituting "control," within the meaning of Section 368(c) of the Code, of the Company solely in exchange for the assets, and, to the extent permitted by applicable law, each Party agrees that it will not take a position inconsistent therewith. The Parties agree to timely file the information required by Treasury Regulation Section 1.351-3 with its income tax return, and will comply with the record keeping requirements of Treasury Regulation Section 1.351-3.

ARTICLE II REPRESENTATIONS AND WARRANTIES; CONFIDENTIALITY

Section 2.1 Representations and Warranties. Sentient represents and warranties to the Company that (i) Sentient has the full right and authority to enter into this Agreement without breach of any agreement with any third party and to make all assignments made hereunder, has received all necessary authorizations (including, without limitation, any necessary approvals of its board, members, stockholders and creditors), and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and to otherwise fully perform this Agreement; (ii) Sentient is the sole owner of the Contributed Assets and of all rights, title and interest in the Contributed Assets; (iii) Sentient has not previously assigned, transferred, licensed, pledged or otherwise encumbered any right with respect to anything purportedly assigned hereunder (except as expressly stated herein), (iv) the Contributed Assets will be assigned and delivered free and clear of all liens and encumbrances (except as expressly stated herein); (v) the Transferred Contracts are in full force and effect, are not being breached, and there is no basis (or purported basis) for any termination or loss or change in rights or obligations thereunder (either with or without the passage of time or the giving of notice) and there is no reason to expect any assertion to the contrary; (vi) to Sentient's knowledge, none of the Contributed Assets or any production or use thereof will infringe, misappropriate, or violate any Intellectual Property or other right of Sentient or any other person or entity; (vii) Sentient is not aware of any claim (or any basis or purported basis for a claim) by any third party relating in any way to any of the Contributed Assets (including any claim of any violation, infringement or misappropriation of any third party's Intellectual Property) and has no reason to expect that such claim may be forthcoming; (viii) Sentient is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Contributed Assets; and (ix) Sentient shall not take any action to prevent or otherwise interfere with the Company's or its licensees' or successors' use of the Contributed Assets.

Section 2.2 Confidentiality. Sentient will not use or disclose anything assigned to the Company hereunder or any other technical or business information or plans of the Company (or the terms or existence of this Agreement) except to the extent Sentient can document that such information is generally available (through no fault of Sentient) for use and disclosure by the public without any charge, license or restriction. Sentient recognizes and agrees that there is no adequate remedy at law for its breach of this Agreement, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

ARTICLE III GENERAL PROVISIONS

Section 3.1 Fees and Expenses. Except as otherwise provided herein, all fees and expenses incurred in connection with or related to this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby shall be paid by the Party incurring such fees or expenses, whether or not such transactions are consummated.

Section 3.2 Interpretation. When a reference is made in this Agreement to a Section, Article, Exhibit, Schedule, or Annex such reference shall be to a Section, Article, Exhibit, Schedule, or Annex of this Agreement unless otherwise indicated. The headings contained in this Agreement or in any Exhibit, Schedule, or Annex are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. All Exhibits, Schedules, and Annexes annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word "including" and words of similar import when used in this Agreement or in any Exhibit, Schedule, or Annex shall mean "including, without limitation," unless otherwise specified. The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement or in any Exhibit, Schedule, or Annex shall refer to the Agreement as a whole and not to any particular provision in this

Agreement. The term “or” is not exclusive. References to days mean calendar days unless otherwise specified.

Section 3.3 Amendment and Modification. This Agreement may not be amended, modified, or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each Party.

Section 3.4 Waiver. No failure or delay of either Party in exercising any right or remedy hereunder shall operate as a waiver thereof. Any such waiver by a Party shall be valid only if set forth in writing by such Party.

Section 3.5 Notices. All notices required or permitted under this Agreement shall be (a) in writing, (b) sent to the other Party at the address listed below, or to such different address as such Party may designate in writing on thirty (30) days prior written notice to the other Party, and (c) transmitted to the other Party via hand-delivery, nationally recognized commercial overnight courier, or United States registered or certified mail, postage prepaid, return receipt requested. Notices shall be deemed given when actually delivered to the recipient Party or when such recipient Party refuses delivery thereof as shown on the delivery receipt.

To Sentient:

1607 Dominion Centre
43 Queen's Road East
Wanchai, Hong Kong
Attention: Chairman of the Board

To the Company:

Evolv Technology Solutions, Inc.
611 Mission Street, 6th Floor
San Francisco, California 94105
United States
Attention: Chief Executive Officer

with a copy, which shall not constitute notice, to:

Brian C. Patterson
Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
One Bush Street, Suite 1200
San Francisco, CA 94104

Section 3.6 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements, and understandings and all prior and contemporaneous oral agreements, arrangements, and understandings between the Parties with respect to the subject matter of this Agreement. No Party shall have any legal obligation to enter into the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the Parties.

Section 3.7 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any Person other than the Parties and their respective successors and permitted assigns any right of any nature.

Section 3.8 Governing Law and Jurisdiction. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of Laws principles of the State of Delaware. Any claim or litigation brought under or relating to this Agreement shall be brought in a court of competent jurisdiction located in the State of Delaware.

Section 3.9 Specific Performance. The parties hereto agree that irreparable damage may occur if any provision of this Agreement or any other Transaction Document to which the Company is party were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or any other Transaction Document to which the Company is party or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 3.10 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.11 Currency. All references to “dollars” or “\$” or “US\$” in this Agreement or any Ancillary Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement and any Ancillary Agreement.

Section 3.12 Assignment; Successors. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may freely assign or otherwise transfer this Agreement and its rights and obligations hereunder, to an Affiliate or a Person acquiring all or substantially all of the business, stock or assets of the assigning party to which this Agreement relates; provided that such transferee or assignee agrees to be bound by the obligations of the transferring or assigning Party under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon the Parties and their respective successors and assigns.

Section 3.13 Severability. If any provision or portion of any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable Law, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

Section 3.14 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

Section 3.15 Facsimile or .pdf Signature. This Agreement may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

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IN WITNESS WHEREOF, the Company and Sentient have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

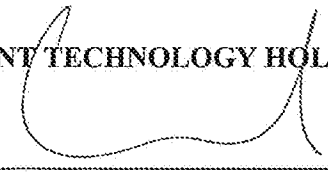
EVOLV TECHNOLOGY SOLUTIONS, INC.

By: 

Name: Michael Scharff

Title: CEO

SENTIENT TECHNOLOGY HOLDINGS LTD.

By: 

Name: Antoine Urbain Blondeau

Title: Co-Chairman of the Board

Annex A

Defined Terms

“Action” means a claim, right, action, suit, proceeding, inquiry, investigation, or arbitration by or before any governmental, regulatory, administrative, judicial, or arbitral body, whether, as of the Closing, known or unknown, absolute or contingent, matured or unmatured, or currently existing or hereinafter arising.

“Affiliate” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. For purposes of this definition, “control” with respect to any Person means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Business” means any lawful act or activity for which corporations may be organized under the General Corporation Law.

“Contract” means any contract, agreement, arrangement, or understanding, whether written or oral and whether express or implied.

“Governmental Authority” means any U.S. or foreign, federal, state, provincial or local governmental, regulatory or administrative authority, agency, board or commission, any court, tribunal, arbitrator, judicial or arbitral body, instrumentality, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental authority.

“Intellectual Property” means all of the following intellectual property and intellectual property rights, whether arising under the Laws of the United States or the Laws of any other jurisdiction: (i) patents, (ii) copyrights, (iii) trade secrets, know-how, and other confidential or proprietary information or knowledge, (iv) data base rights, mask work rights, and any other proprietary or intellectual property rights of any kind or nature related to the foregoing, (v) trademarks, service marks, domain names, and similar rights, (vi) all registrations and applications for registration of any of the foregoing; and (vii) the moral and economic rights of authors and inventors, however denominated.

“Law” means any U.S. or foreign, federal, state, provincial or local law, ordinance, regulation, rule, code, order, final and non-appealable Order, other requirement or rule of law, or rule of any self-regulatory organization.

“Legal Requirement” means any Law, Order or Permit.

“Liabilities” means any and all debts, liabilities and obligations of any nature whatsoever, whether known or unknown, accrued or fixed, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Legal Requirement or Proceeding and those arising under any Contract or otherwise.

“Lien” means any mortgage, deed of trust, lien, pledge, hypothecation, charge, preference, security interest, attachment, claim, including transfer restrictions, put, call, right of first refusal, easement, servitude, right-of-way, option, conditional sale or installment contract or encumbrance of any kind and any financing lease involving substantially the same effect.

“Order” means any writ, judgment, decree, directive, demand, ruling, decision, determination, award, injunction or order of, or memorandum of understanding or similar arrangement with, or commitment letter or similar submission to, any Governmental Authority (whether preliminary or final).

“Permits” means all permits, licenses, franchises, approvals, certificates, consents, waivers, concessions, exemptions, orders, registrations, notices, or other authorizations issued to, or required to be obtained or maintained by, Company by a Governmental Authority to the extent primarily related to the ownership or use of the Contributed Assets, and all pending applications therefor and amendments, modifications, and renewals thereof.

“Person” means an individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization, or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

“Proceeding” means any action, suit, investigation, proceeding, arbitration, inquiry, hearing, assessment with respect to fines or penalties or other litigation (whether civil, criminal, administrative or investigative) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

“Representatives” means, with respect to any Person, the officers, directors, principals, employees, agents, auditors, advisors, bankers, and other representatives of such Person.

“Rights” means all Actions against any Person primarily related to the Contributed Assets or the Assumed Liabilities, including: (i) all rights under any Transferred Contract, including all rights to receive payment for products sold and services rendered thereunder, to receive goods and services thereunder, to assert claims and to take other rightful actions in respect of breaches, defaults and other violations thereof; (ii) all rights under or in respect of any Transferred Intellectual Property, including all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, violation, unlawful imitation or breach thereof, and all rights of priority and protection of interests therein under the Laws of any jurisdiction; and (iii) all rights under all guarantees, warranties, indemnities arising from or primarily related to the Contributed Assets or the Assumed Liabilities.

“Taxes” means: (i) all federal, state, local, foreign, and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, registration, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever (including any amounts resulting from the failure to file any Return), together with any interest and any penalties, additions to tax or additional amounts with respect thereto; (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined, or unitary group for any period or otherwise through operation of Law; and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity, or tax allocation agreement or any other express or implied agreement to indemnify any other Person.

“Transactions” means the transactions contemplated by this Agreement.

“Transfer Taxes” means all personal property transfer or gains, sales, use, transfer, value added, stock transfer, and stamp taxes, recording, registration, and other fees, and any similar Taxes (including any interest or penalty, addition to Tax or additional amount imposed) which become payable in connection with the Transactions.

SCHEDULES TO CONTRIBUTION AGREEMENT

SCHEDULE 1

INTELLECTUAL PROPERTY

The trade names, trademarks, and service marks listed below, along with all associated applications, registrations and goodwill:

Mark	Country Publicati on Date	Status	Serial No. Filing Date	Owner	Class/Description
EVOLV TECHNOLOGIES	United States of America May 21, 2019	Active	88213982 December 3, 2018	Sentient Technologies Holdings Limited	35 Web site optimization; consulting in the field of email marketing consulting; consulting services in the field of web site optimization 42 Software as a service (SaaS) services featuring software which uses artificial intelligence for website optimization, e-mail marketing optimization, A/B testing, and multivariate testing; website usability testing services featuring A/B testing, and multivariate testing; consultancy with regard to webpage design