

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592421

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	01/29/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Visually, Inc.		01/29/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scribble Technologies Inc.		
<b>Street Address:</b>	210-662 King Street West		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V 1M7		
<b>Entity Type:</b>	Corporation: ONTARIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4451753	VISUALLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172317433		
<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>	3172361313		
<b>Email:</b>	oclavio@btlaw.com		
<b>Correspondent Name:</b>	Olivia M. Clavio		
<b>Address Line 1:</b>	11 South Meridian Street		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>NAME OF SUBMITTER:</b>	Olivia M. Clavio		
<b>SIGNATURE:</b>	/o.clavio/		
<b>DATE SIGNED:</b>	08/17/2020		
<b>Total Attachments: 13</b>			
source=Scribblelive - Visually Purchase Agreement (Executed)_Redacted#page1.tif			
source=Scribblelive - Visually Purchase Agreement (Executed)_Redacted#page2.tif			
source=Scribblelive - Visually Purchase Agreement (Executed)_Redacted#page3.tif			
source=Scribblelive - Visually Purchase Agreement (Executed)_Redacted#page4.tif			
source=Scribblelive - Visually Purchase Agreement (Executed)_Redacted#page5.tif			

OP \$40.00 4451753

source=Scribblelive - Visually Purchase Agreement (Executed)\_Redacted#page6.tif  
source=Scribblelive - Visually Purchase Agreement (Executed)\_Redacted#page7.tif  
source=Scribblelive - Visually Purchase Agreement (Executed)\_Redacted#page8.tif  
source=Scribblelive - Visually Purchase Agreement (Executed)\_Redacted#page9.tif  
source=Scribblelive - Visually Purchase Agreement (Executed)\_Redacted#page10.tif  
source=Scribblelive - Visually Purchase Agreement (Executed)\_Redacted#page11.tif  
source=Scribblelive - Visually Purchase Agreement (Executed)\_Redacted#page12.tif  
source=Scribblelive - Visually Purchase Agreement (Executed)\_Redacted#page13.tif

**STOCK PURCHASE AGREEMENT**

among

**SCRIBBLE TECHNOLOGIES INC.,**

as the Purchaser,

and

**THE COMPANY STOCKHOLDERS LISTED ON SCHEDULE 4.3(a),**

as the Sellers,

and

**SHAREHOLDER REPRESENTATIVE SERVICES LLC,**

as the Sellers' Representative,

and

**VISUALLY, INC.,**

as the Company

Dated as of January 29, 2016

**THIS STOCK PURCHASE AGREEMENT** (this "Agreement"), dated as of January 29, 2016, is among Scribble Technologies Inc., an Ontario corporation (the "**Purchaser**"), each of the Company Stockholders listed on Schedule 4.3(a) (each, a "**Seller**" and, collectively, the "**Sellers**"), Shareholder Representative Services LLC, a Colorado limited liability company solely in its capacity as a representative of the Sellers (or its successor pursuant to Section 8.10, the "**Sellers' Representative**") and Visually, Inc., a Delaware corporation (the "**Company**"). Capitalized terms used but not otherwise defined in this Agreement are defined in Section 1.1.

**WITNESETH**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations and warranties made herein and of the mutual benefits to be derived therefrom, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
DEFINITIONS**

1.1 Specific Definitions. As used in this Agreement and the Schedules hereto, the following terms have the following meanings:

"**280G Stockholder Approval**" has the meaning set forth in Section 6.8.

"**2013 Company Balance Sheet**" has the meaning set forth in Section 4.5(a).

"**2013 Company Financial Statements**" has the meaning set forth in Section 4.5(a).

"**2013 Purchaser Balance Sheet**" has the meaning set forth in Section 5.5(a).

2016 (other than Company Indebtedness, which shall be calculated as of Closing), but excluding Transaction Expenses and any contractually obligated or statutory severance obligations for Employees terminated at the request of the Purchaser, in each case calculated in accordance with GAAP applied consistently with the Company Financial Statements.

“**Closing Statement**” has the meaning set forth in Section 2.4(b).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Company**” has the meaning set forth in the Preamble.

“**Company Common Per Share Consideration**” means that number of Purchaser Shares per Company Common Share equal to (a) the Company Common Share Consideration, divided by (b) the Aggregate Company Common Share Number.

“**Company Common Shares**” means the shares of common stock, par value \$0.0001 per share, of the Company.

“**Company Contract**” means any Contract to which the Company is a party or by which the Company, the Company Shares or any of the Company’s properties or assets is bound.

“**Company Financial Statements**” has the meaning set forth in Section 4.5(c).

“**Company Group**” means, collectively, the Purchaser and its Subsidiaries including, as of Closing, the Company.

“**Company Indebtedness**” means all of the Indebtedness of the Company and all ancillary obligations thereto (including all interest accrued thereon and all fees, pre-payment penalties, charges or premiums associated therewith) as at the Closing.

“**Company Intellectual Property**” means any and all Intellectual Property that is owned, purported to be owned (whether owned singularly or jointly with a third party or parties), filed by, held in the name of or assigned to the Company, and any and all Intellectual Property that the Company has asserted ownership of prior to the Closing Date (whether the Company has asserted

that such Intellectual Property is owned singularly or jointly with a third party or parties). For the avoidance of doubt, Company Intellectual Property shall include all data and databases, that fall within the scope of the definition of the preceding sentence, that contain Personally Identifiable Information, including as they relate to the Company's customers, solely to the extent that such data and databases are protectable under Intellectual Property.

**"Company Option Plan"** means the Company's 2011 Stock Plan.

**"Company Options"** means options to purchase Company Common Shares granted by the Company pursuant to the Company Option Plan and outstanding as of immediately prior to the Closing.

**"Company Preferred Consideration"** means that number of Purchaser Shares equal to the (a) Net Consideration, minus (b) the Carveout Amount, minus (c) the Company Common Share Consideration.

**"Company Preferred Shares"** means, collectively, the Company Series A Preferred Shares and the Company Series Seed Preferred Shares.

**"Company Products"** means all products and services developed (including products and services for which development is ongoing), manufactured, made commercially available, marketed, distributed, supported, sold, imported for resale or licensed out by or on behalf of the Company since the Company's inception, or which the Company currently intends to manufacture, make commercially available, market, distribute, support, sell, import for resale, or license out within 12 months after the date hereof, including any plugins, libraries and application programming interfaces.

**"Company Registered Intellectual Property"** has the meaning set forth in Section 4.15(b).

**"Company Series A Per Share Consideration"** means that number of Purchaser Shares per Company Series A Preferred Share equal to (a) (i) the Company Preferred Consideration multiplied by (ii) the Company Series A Preference Percentage, divided by (b) the Aggregate Company Series A Preferred Share Number.

**"Company Series A Preference Percentage"** means (a) the Company Series A Share Preference divided by (b) the Total Liquidation Preference.

**"Company Series A Preferred Shares"** means the shares of Series A Preferred Stock, par value \$0.0001 per share, of the Company.

**"Company Series A Share Preference"** means an amount equal to (a) the Aggregate Company Series A Preferred Share Number, multiplied by (b) \$0.61094.

**"Company Series Seed Per Share Consideration"** means that number of Purchaser Shares per Company Series Seed Preferred Share equal to (a) (i) the Company Preferred Consideration multiplied by (ii) the Company Series Seed Preference Percentage, divided by (b)

**"Indemnification Shares"** has the meaning set forth in Section 8.8(a)(ii).

**"Indemnified Party"** has the meaning set forth in Section 8.3(b).

**"Indemnifying Party"** has the meaning set forth in Section 8.3(b).

**"Indemnity Holdback Reduction Amount"** has the meaning set forth in Section 8.8(a)(i).

**"Indemnity Share Price"** means \$10.00.

**"Independent Accountants"** has the meaning set forth in Section 2.4(e).

**"Infringement"** or **"Infringe"** means an assertion that a given item infringes, misappropriates, dilutes (with respect to Trademarks), unfairly competes with, constitutes unauthorized use of or otherwise violates the Intellectual Property Rights of any Person.

**"Insolvent"** means, as of any time of determination, a Person:

(d) who is for any reason unable to meet his, her or its obligations as they generally become due;

(e) who has ceased paying his, her or its current obligations in the ordinary course of business as they generally become due; or

(f) the aggregate of whose properties and assets (whether tangible or intangible) are not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all of his, her or its Indebtedness.

**"Intellectual Property"** means any and all Intellectual Property Rights and Technology.

**"Intellectual Property Rights"** means worldwide: (a) patents and patent applications and industrial designs and other governmental grants for the protection of inventions or industrial design, whether already filed, in preparation, or contemplated, (b) copyrights, copyright registrations and applications for copyright registration, Moral Rights, rights of publicity and privacy, and mask work rights and rights of attribution and integrity, (c) trade secrets, (d) Trademarks, (e) domain name and web address registrations, (f) any registrations or applications for registration for any of the foregoing, including any utilities, utility models, provisionals, divisions or divisionals, continuations, continuations-in-part, renewals, reissuances, re-examinations and extensions (as applicable), (g) analogous rights to those set forth above and any other intellectual property rights in any jurisdiction and (h) rights to sue for Infringement of the rights set forth above.

**"Interested Party"** has the meaning set forth in Section 4.21.

**"Interim Purchaser Balance Sheet"** has the meaning set forth in Section 5.5(c).

**"Interim Purchaser Financial Statements"** has the meaning set forth in Section 5.5(c).

**"IRS"** means the U.S. Internal Revenue Service.

"**Tax**" means any federal, state, provincial, local or non-U.S. income, alternative minimum, add-on minimum, personal holding company, franchise, profits, windfall profits, gross receipts, sales, goods and services, harmonized sales, use, value added, premium, transfer, registration, stamp, excise, escheat, natural resources, environmental, customs, duty, severance, real property, real property gains, personal property, capital stock, ad valorem, license, employment, occupation, payroll, social security, unemployment, disability, workers' compensation, license, employee or other withholding, estimated or other similar tax, assessment, fee, levy or other governmental charge of any kind whatever, whether disputed or not, or pension plan premiums or contributions to any Governmental Entity, including any interest, penalties or additions to tax or additional amounts imposed by any Taxing Authority in respect of the foregoing.

"**Tax Return**" means any return, report, declaration, form, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Taxing Authority**" means the IRS or any other Governmental Entity having or purporting to exercise jurisdiction with respect to any Tax.

"**Technology**" means all tangible items related to, constituting, disclosing or embodying any or all of the following, including all versions thereof and all technology from which such items were derived: (a) works of authorship including computer programs, in source code and executable code form, architecture and documentation, (b) inventions (whether or not patentable), discoveries and improvements, (c) proprietary and confidential information, trade secrets and know how, (d) databases, data compilations and collections, and customer and technical data, (e) methods and processes, and (f) devices, prototypes, designs and schematics.

"**Third Party Claim**" means the assertion, whether orally or in writing, against an Indemnified Party of an Action brought by a third party against the Indemnified Party that is based on, arises out of, or relates to a subject matter that, if determined adversely to the Indemnified Party (regardless of the eventual outcome of such Action), could result in a claim for indemnification of Losses.

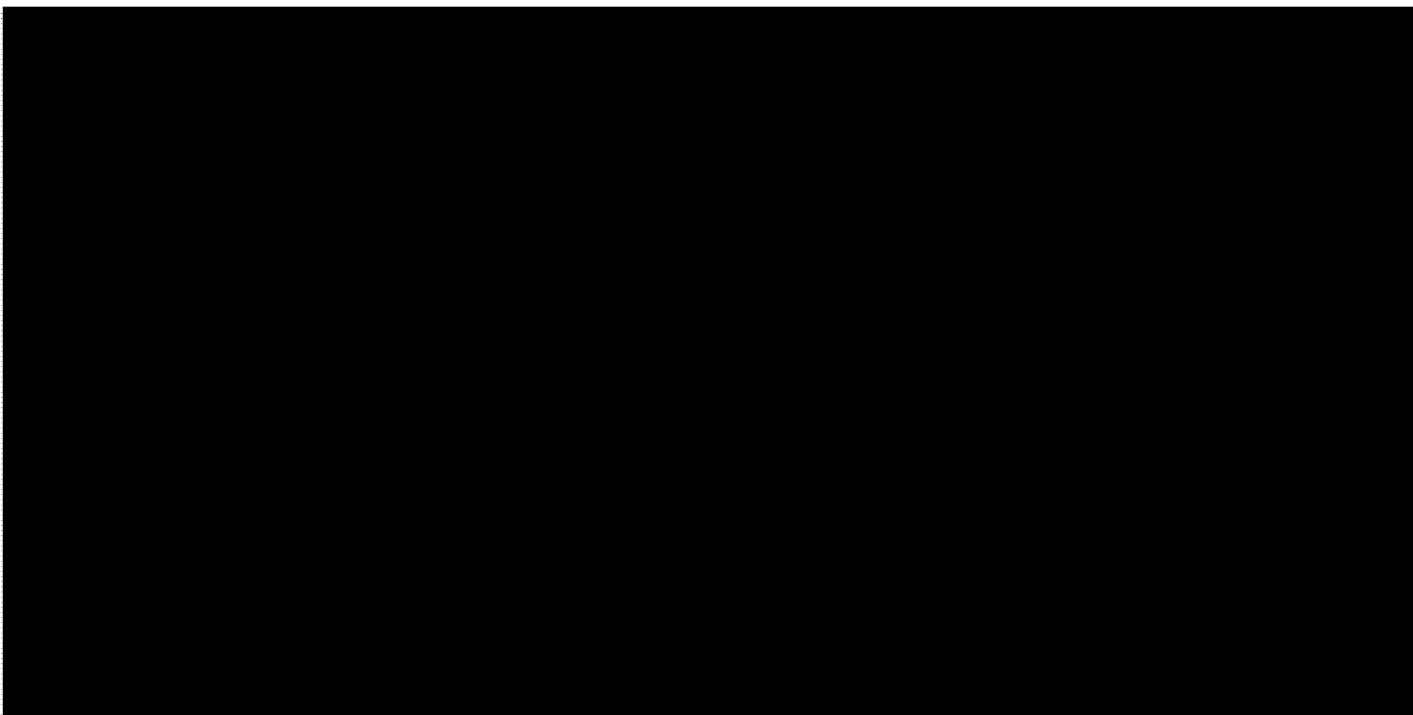
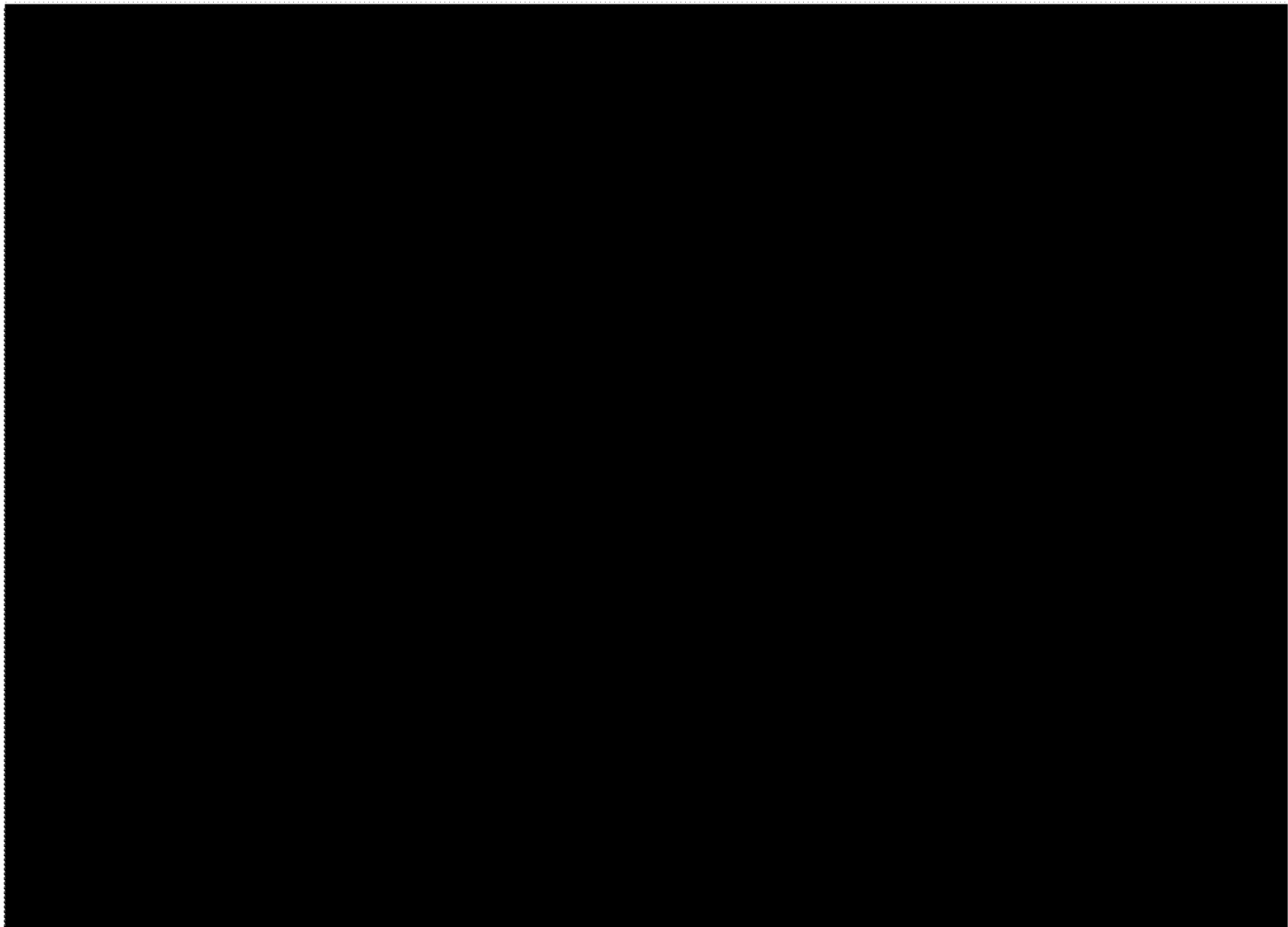
"**Total Liquidation Preference**" means the sum of (a) the Company Series A Share Preference and (b) the Company Series Seed Share Preference.

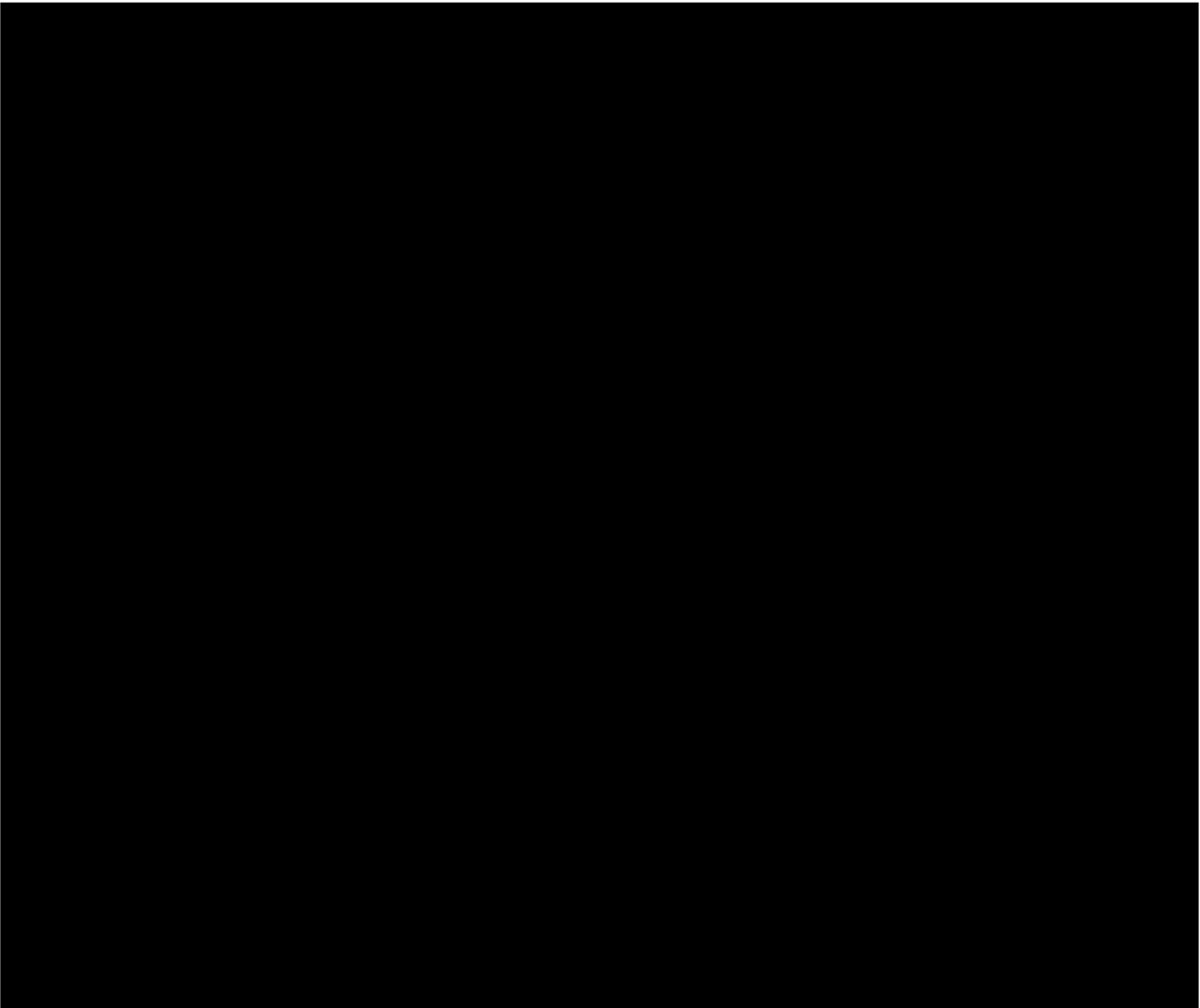
"**Trademarks**" means trademarks, trade names, logos, service marks, designs, emblems, signs, insignia, slogans, other similar designations of source or origin and general intangibles of like nature, together with the goodwill of the Company or the Business symbolized by any of the foregoing.

"**Transaction Expenses**" means any out-of-pocket fees, costs and expenses (including the Expense Fund and all legal, accounting, financial advisory, consulting or other advisor fees, costs and expenses) incurred by the Company and outstanding as of immediately prior to the Closing but excluding any Closing Liabilities.

"**Transactions**" means the transactions contemplated by this Agreement and the Ancillary Agreements.







4.15 Intellectual Property.

(a) Company Products and Technology. Schedule 4.15(a)(i) lists all Company Products currently being made available or currently in use by name and, if applicable, version number. Schedule 4.15(a)(ii) lists all material Technology comprising computer programs and databases (except for Shrink-Wrap Code and Open Source Software) that is used in or necessary to the conduct of the Business as currently conducted and, in each case, specified whether such Company Products and Technology were developed internally by the Company or acquired from third parties.

(b) Registered Intellectual Property. Schedule 4.15(b) lists (i) all Registered Intellectual Property that is part of the Company Intellectual Property ("**Company Registered Intellectual Property**") and all material unregistered Trademarks used by the Company with respect to any Company Products ("**Unregistered Marks**"), (ii) all other invention disclosures, (iii) any actions that as of the date hereof must be taken by the Company within 90 calendar days of the Closing Date with respect to any of the foregoing, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates, and (iv)

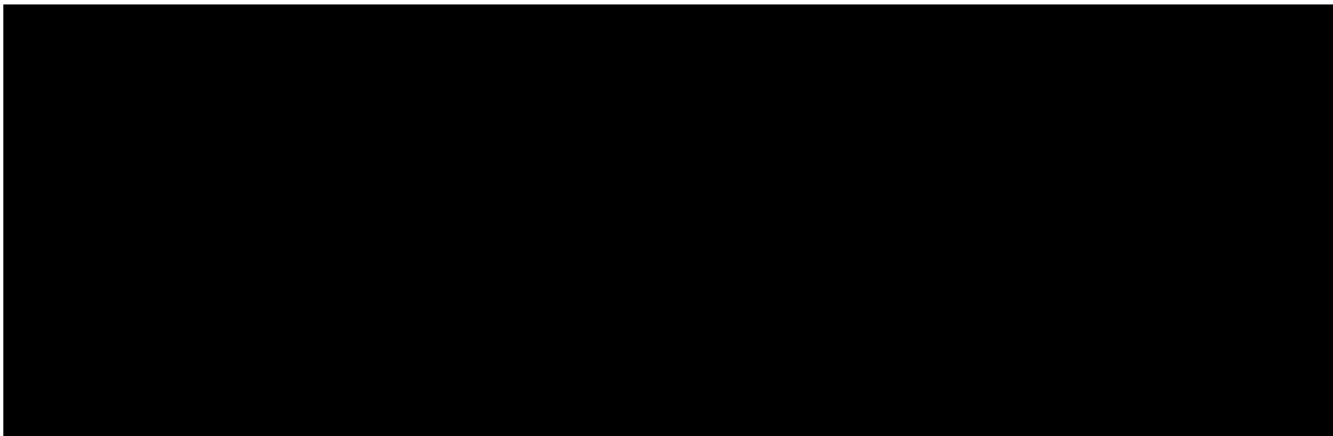
any Legal Proceedings (including the Canadian Intellectual Property Office, the United States Patent and Trademark Office or equivalent authority anywhere in the world) to which the Company is or was a party and in which claims are or were raised relating to the validity, enforceability, scope, ownership or Infringement of any of the Company Registered Intellectual Property ("**IP Legal Proceedings**"). Each item of Company Registered Intellectual Property is valid and enforceable. In addition, with respect to each item of Company Registered Intellectual Property: (1) all necessary registration, maintenance and renewal fees have been paid, and all necessary documents and certificates have been filed with the relevant patent, copyright, trademark or other authorities in the United States, Canada or other foreign jurisdictions, as the case may be, for the purposes of maintaining such Intellectual Property Rights; (2) each such item is currently in compliance with formal legal requirements (including payment of filing, examination and maintenance fees and proofs of use); and (3) each such item is not subject to any unpaid maintenance fees or taxes, and with respect to each of clauses (1) through (3), except where the failure to be so paid, filed or in compliance, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect. There are no actions that as of the date hereof must be taken by the Company within 90 calendar days of the Closing Date with respect to the Company Registered Intellectual Property, the Unregistered Marks, or any IP Legal Proceeding, including, with respect to each item of Company Registered Intellectual Property, the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates for the purposes of maintaining, perfecting or preserving or renewing any Intellectual Property Rights. There are no facts, information or circumstances, including any information or facts that would constitute prior art, that would render any of the material Company Registered Intellectual Property invalid or unenforceable, or would affect any pending application for any material Company Registered Intellectual Property. The Company has not misrepresented, or failed to disclose, any facts or circumstances in any application for any Company Registered Intellectual Property that would constitute fraud or a misrepresentation with respect to such application or that would otherwise affect the enforceability of any Company Registered Intellectual Property.

(c) Transferability of Intellectual Property. All Company Intellectual Property is fully transferable, alienable and licensable by the Company without restriction and without payment of any kind to any third party.

(d) Title to Intellectual Property. The Company is the sole and exclusive owner of each item of Company Intellectual Property and (other than third party components licensed-in on a non-exclusive basis and set forth on Schedule 4.15(e) or Schedule 4.15(n)) of each Company Product, free and clear of any Liens except for Permitted Liens. The Company has the sole and exclusive right to bring a claim or suit against a third party for past, present or future Infringement of the Company Intellectual Property. The Company has not (i) transferred ownership of, or granted any exclusive license with respect to, any Company Intellectual Property that is or, as of the time of such transfer or exclusive license, was material to the Company, to any other Person, or (ii) permitted the rights of the Company in any Company Intellectual Property, that is or was at the time material to the Company, to enter into the public domain.

(e) Third Party Intellectual Property Rights. Schedule 4.15(e) lists all Contracts (not including agreements for Shrink-Wrap Code or Open Source Software listed in Schedule 4.15(n)) under which a third party licenses or provides any Intellectual Property to the Company, including

material Intellectual Property or any material Technology. Other than Intellectual Property Rights licensed to the Company under (i) licenses for Open Source Software listed in Schedule 4.15(n), (ii) the licenses set forth in Schedule 4.15(e), and (iii) Shrink-Wrap Code, the Company Intellectual Property includes all material Intellectual Property that is used in or necessary for the conduct of the Business as currently conducted and as currently proposed to be conducted by the Company, including the Company's design, development, manufacture, use, marketing, import for resale, distribution, licensing out and sale of all Company Products.

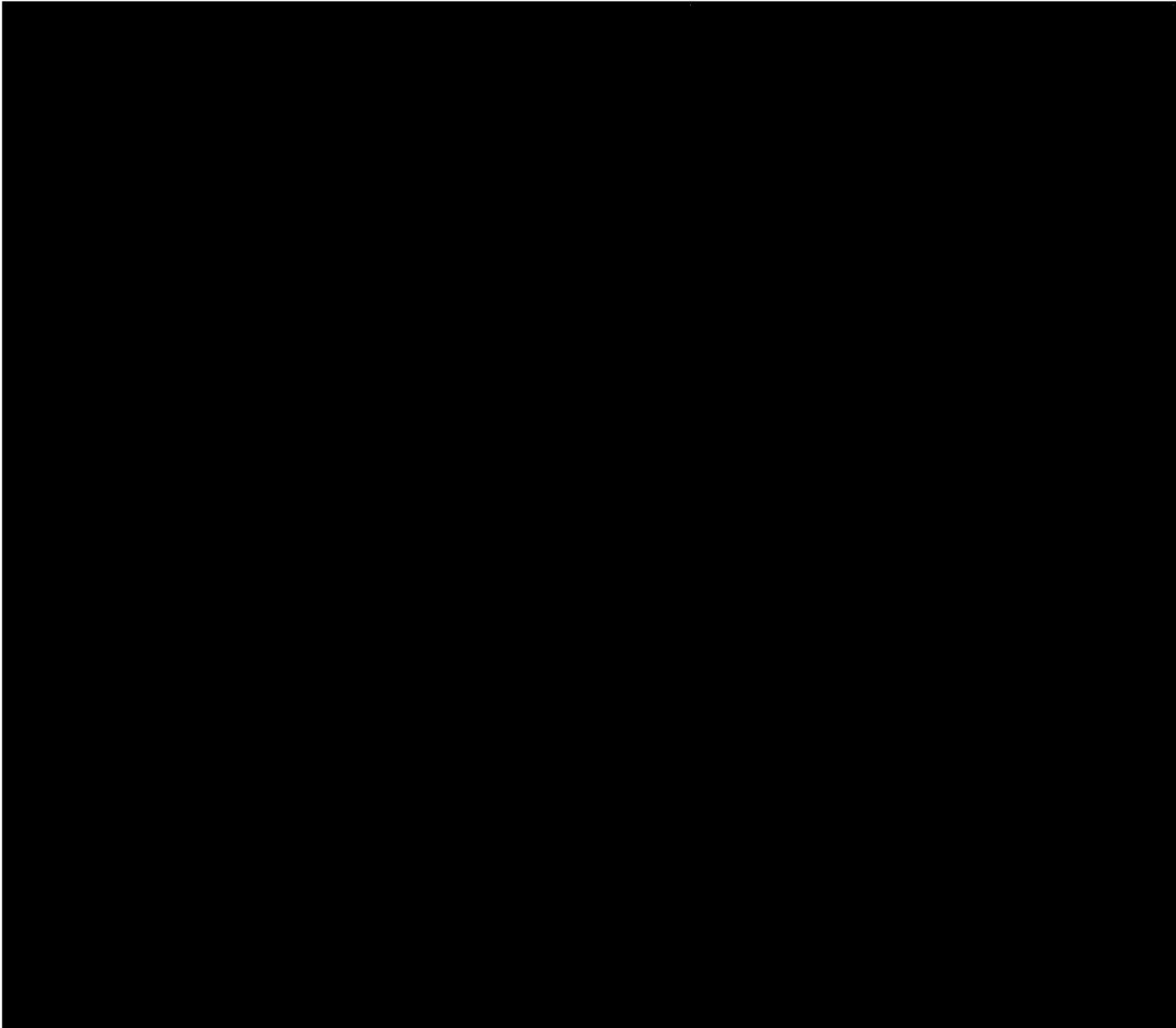


(b) Third Party Rights. No third party that has licensed or provided Intellectual Property Rights or any Technology to the Company has retained ownership of or license rights under any Intellectual Property Rights in any improvements or derivative works thereto made solely or jointly by the Company under such license.

(i) Restrictions on Business. None of this Agreement, any Ancillary Agreement or the Transactions will cause: (i) the Purchaser, any of its Affiliates or the Company to grant to any third party any right to or with respect to any Intellectual Property owned by, or licensed to, any of them (excluding any right that arises from any agreement to which the Purchaser or any of its Affiliates is a party but the Company is not a party), (ii) the Purchaser, any of its Affiliates or the Company,

to be bound by, or subject to, any non-compete or other restriction on the operation or scope of their respective businesses (excluding any non-compete or other similar restriction that arises from any agreement to which the Purchaser or any of its Affiliates is a party but the Company is not a party), or (iii) the Purchaser or any of its Affiliates or the Company to be obligated to pay any royalties or other fees or consideration with respect to Intellectual Property of any third party in excess of those payable by the Company in the absence of this Agreement, the Ancillary Agreements or the Transactions (excluding any royalty or other fees or consideration that arises from any agreement to which the Purchaser or any of its Affiliates is a party but the Company is not a party).

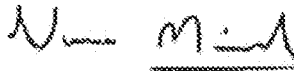
(j) No Third Party Infringement. To the Knowledge of the Company, no Person is infringing any Company Intellectual Property. The Company has the exclusive right to bring actions against any Person that is infringing any Company Intellectual Property and to retain for itself any damages recovered in any such action.



IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

PURCHASER:

SCRIBBLE TECHNOLOGIES INC.

By: 

\_\_\_\_\_  
Name: Vincent Mifend

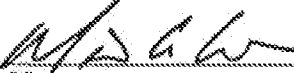
Title: Chief Executive Officer

{Signature Page to Stock Purchase Agreement}

TRADEMARK  
REEL: 007025 FRAME: 0115

COMPANY:

VISUALLY, INC.

By:   
Name: Matthew A. Cooper  
Title: CEO

{Signature Page to Stock Purchase Agreement}