

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599957

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900566575		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCUBE, INC.		08/19/2020	Corporation: DELAWARE
Ten Degrees Inc.		08/19/2020	Corporation: DELAWARE
Ten Degrees International Limited		08/19/2020	exempted company: CAYMAN ISLANDS
mCube International Limited		08/19/2020	Company: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Inpixon		
Street Address:	2479 E. Bayshore Road, Ste 195		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5045938	TEN DEGREES	
CORRESPONDENCE DATA			
Fax Number:	7037707901		
<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:	650-233-4758		
Email:	docket_ip@pillsburylaw.com		
Correspondent Name:	Patricia L. Cotton		
Address Line 1:	PO BOX 10500		
Address Line 2:	Pillsbury Winthrop Shaw Pittman LLP		
Address Line 4:	McLean, VIRGINIA 22102-8500		
ATTORNEY DOCKET NUMBER:	033361-0515318		
NAME OF SUBMITTER:	Patricia L. Cotton, CA bar member		
SIGNATURE:	/Patricia L. Cotton/		
DATE SIGNED:	09/28/2020		

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), dated as of August 19, 2020 (the “**Effective Date**”), is made by and among Ten Degrees Inc., a Delaware corporation (“**TDI**”), Ten Degrees International Limited, a Cayman Islands exempted company limited by shares and the sole shareholder of 100% of the outstanding capital stock of TDI (“**TDIL**”), mCube International Limited, a Cayman Islands company and the holder of a majority of the outstanding capital of TDIL (“**MCI**”), and mCube, Inc., a Delaware corporation and the sole shareholder of 100% of the outstanding capital stock of MCI (“**mCube**”, together with TDI, TDIL and MCI collectively, “**Assignors**”, and Inpixon, a Nevada corporation (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 19, 2020 (the “**Asset Purchase Agreement**”), pursuant to which Assignee has agreed to purchase and accept, and Assignors have agreed to sell, transfer, convey and assign to Assignee all of Assignors’ right, title and interest in and to the Marks included in the Transferred Assets (including, without limitation, the Marks listed in Schedule A hereto) (the “**Marks**”).

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignors hereby sells, transfers, conveys and assigns to Assignee, its successors and assigns, and Assignee hereby purchases and accepts from Assignors, all of Assignors’ right, title and interest in and to the Marks, together with all goodwill associated therewith and the right to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement, dilution, passing off or misappropriation of the Marks and to fully and entirely stand in the place of Assignors in all matters related to the Marks. Assignors will take all other action necessary to ensure the foregoing.

2. (a) Cooperation. This Assignment has been executed and delivered by Assignors for the purpose of recording the assignment herein with the appropriate Governmental Authority.

(b) Trademark Office Authorization. Assignors and Assignee represent, authorize and request the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions in and foreign to the United States having authority so to do, to register and/or issue all such Marks and/or other grants of protection upon said Marks to the Assignee or to such nominees as it may designate.

3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Purchase Agreement. This Assignment, Schedule A hereto and the Asset Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

4. Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Nevada, without regard to any conflict of laws provisions thereof that would result in the application of the Legal Requirements of another jurisdiction. Both Assignee and Assignors hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in Santa Clara County, California for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

5. Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank. Signature page follows.]

[Signature Page to Trademark Assignment Agreement]


IN WITNESS WHEREOF, Assignors and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNORS:


TEN DEGREES, INC.

By: 
Name: BEN LEE
Title: DIRECTOR


TEN DEGREES INTERNATIONAL LIMITED

By: 
Name: BEN LEE
Title: DIRECTOR

MCUBE INTERNATIONAL LIMITED

By: 
Name: BEN LEE
Title: DIRECTOR

MCUBE, INC.

By: 
Name: BEN LEE
Title: CEO

ACCEPTED AND AGREED:

ASSIGNEE

INPIXON

By: 
Name: Nadir Ali
Title: Chief Executive Officer

SCHEDULE A
TO TRADEMARK ASSIGNMENT AGREEMENT

US Trademarks					
<u>Serial Number</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>	<u>Filing date</u>	<u>Registration date</u>
1	86173304	5045938	TEN DEGREES	1/23/2014	9/20/2016
Japan Trademarks					
1	5656435		GO2O	6/19/2013	3/14/2014
2	5749127		TEN DEGREES	7/14/2014	3/13/2015