

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598390

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Axosoft, LLC		08/21/2020	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Axosoft, LLC		
<b>Street Address:</b>	251 LITTLE FALLS DRIVE		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3783734	AXOSOFT	
<b>Registration Number:</b>	4089699	TRANSFERBIGFILES	
<b>Registration Number:</b>	5125071	GITKRAKEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	09/18/2020		
<b>Total Attachments: 9</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (this “**Agreement**”) is made and entered into as of August 21, 2020 by Axosoft, LLC, a Delaware limited liability company (“**Purchaser**”), Kraken Holding Company, LLC, a Delaware limited liability company (“**Parent**” and together with Purchaser, the “**Purchaser Parties**”) and Axosoft, LLC, an Arizona limited liability company (the “**Company**”). The Purchaser Parties and the Company may be referred to herein as the “**Parties**” and individually as a “**Party**.”

**WHEREAS**, the Purchaser Parties and the Company are parties to an Asset Purchase and Contribution Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”), pursuant to which the Purchaser Parties agreed to acquire from the Company, and the Company agreed to sell and assign to the Purchaser Parties, substantially all of the assets of the Company;

**WHEREAS**, this Agreement is being delivered pursuant to the terms of the Asset Purchase Agreement;

**WHEREAS**, the Company is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to all of the Company’s Intellectual Property Rights, including (without limitation) any software and source code, unregistered and registered trademarks, copyrights, domain names, trade names, service marks, service names, patents and all registrations and pending applications therefor, including (without limitation) those set forth on Exhibit A hereto and all goodwill associated therewith, together with the right to sue and collect damages for any past, present or future infringement, misappropriation or other violation thereof (collectively with the Company’s Intellectual Property Rights, but excluding the Excluded Assets, the “**Assigned Intellectual Property**”);

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Company wishes to assign to the Purchaser Parties the Company’s entire right, title, interest, benefits, privileges and goodwill in and to the Assigned Intellectual Property; and

**WHEREAS**, the Purchaser Parties are desirous of acquiring the Company’s entire right, title, interest, benefits, privileges and goodwill in and to the Assigned Intellectual Property.

**NOW, THEREFORE**, for and in consideration of the promises and the mutual covenants contained herein, and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment of Assigned Intellectual Property.

(a) Subject to the terms and conditions of the Asset Purchase Agreement, the Company hereby unconditionally and irrevocably sells, assigns, transfers, conveys and delivers (collectively, the “**Assignment**”) (i) to the Parent all of the Company’s right, title, and interest in and to the Assigned Intellectual Property that constitutes Contributed Assets, and (ii) to

Purchaser all of the Company's right, title, and interest in and to the Assigned Intellectual Property that constitutes Acquired Assets, in each case including without limitation, all benefits, privileges, and goodwill, legal or equitable, associated therewith or included thereto, and all other corresponding rights that are or may be hereafter secured under the Laws of any country, now or hereafter in effect, for the Purchaser Parties' own use and enjoyment, and for the use and enjoyment of the Purchaser Parties' successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Company if this Agreement had not been made, together with all payments due or payable as of the Closing Date or thereafter, including without limitation, all goodwill associated with any of the Assigned Intellectual Property and all Claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for, and collect the same for the Purchaser Parties' own use and enjoyment and for the use and enjoyment of the Purchaser Parties' successors, assigns or other legal representatives, and the Purchaser Parties hereby accept the Assignment.

(b) The Company hereby conveys to the Purchaser Parties the right to enforce or exploit the Assigned Intellectual Property, the right to renew any registrations of the Assigned Intellectual Property and the right to make applications, in the Purchaser Parties' own name or otherwise, for protection of any of the Assigned Intellectual Property within or outside of the United States, and, where expedient, to claim under any international convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications. The assignments made herein are being made in connection with the sale of Company's business, or portions thereof, to which the Assigned Intellectual Property relates.

(c) The Company hereby covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with this Agreement, and that it will at any time upon request, without further or additional consideration, promptly execute such additional assignments and other writings, including without limitation, copyright applications, patent applications, trademark applications, declarations, oaths and powers of attorney, and promptly do such additional acts as the Purchaser Parties may deem necessary or desirable to perfect the Purchaser Parties' enjoyment of the assignments, grants and ownership of the Assigned Intellectual Property. The Company agrees that if the Purchaser Parties are unable, after reasonable effort, to secure the signature of the Company on any such additional applications or other writings, any executive officer of the Purchaser Parties shall be entitled to execute any such additional applications or other writings as the agent and the attorney-in-fact of the Company, and the Company hereby irrevocably designates and appoints each executive officer of the Purchaser Parties as the Company's agent and attorney-in-fact to execute any such additional assignments or other writings on the Company's behalf and to take any and all actions as the Purchaser may deem necessary or desirable in order to protect the Purchaser Parties' rights and interests in any of the Assigned Intellectual Property. The Company further agrees, at Purchaser's expense, to promptly render all necessary assistance to the Purchaser in connection with any enforcing of any rights or choses in action accruing related to any of the Assigned Intellectual Property, by giving testimony in any proceedings or transactions involving any of the Assigned Intellectual Property, and by executing preliminary statements and other affidavits.

(d) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a sale, conveyance, assignment, transfer or delivery or an attempted sale, conveyance, assignment, transfer or delivery of the Excluded Assets or, prior to any applicable consent being obtained, the Restricted Assets.

3. Terms of the Asset Purchase Agreement. Nothing contained in this Agreement will be deemed to alter, diminish or expand in any manner whatsoever any of the provisions of, or any of the rights and obligations of the Parties under the Asset Purchase Agreement, and this Agreement is subject to all of the terms, conditions and limitations set forth in the Asset Purchase Agreement. Nothing in this Agreement is intended to create any broader obligations of the Parties than those contemplated in the Asset Purchase Agreement or shall be deemed to release the Company or the Purchaser Parties in any way from any of their respective obligations under the Asset Purchase Agreement other than those performed by this Agreement. In the event of any conflict between the Asset Purchase Agreement and this Agreement, the Asset Purchase Agreement will control.

4. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the conflict of laws rules of such state.

(c) Assignability. Neither the rights nor the obligations of any Party to this Agreement may be transferred or assigned without the prior written consent of the other Parties hereto, except that (i) the Purchaser Parties may assign any of their rights under this Agreement to any Affiliate, or any purchaser of all or substantially all of the assets or capital stock of the Purchaser Parties and (ii) the Purchaser Parties and its Affiliates may assign their rights under this Agreement to any of their financing sources as collateral security.

(d) Binding Effect; Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and, if applicable, permitted assigns. Each Party intends that this Agreement shall not benefit or create any right or cause of action in any Person other than the Parties hereto.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement, and the execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. Counterparts of this Agreement may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(f) Amendments. This Agreement may be amended, modified or waived only by a written agreement signed by the Company and the Purchaser Parties. With regard to any

power, remedy or right provided in this Agreement or otherwise available to any Party, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving Party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any Party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

[Signatures on following page(s)]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

**PURCHASER PARTIES:**

AXOSOFT, LLC  
a Delaware limited liability company

DocuSigned by:  
By: Adi Filipovic  
Name: Adi Filipovic  
Title: Vice President

KRAKEN HOLDING COMPANY, LLC

DocuSigned by:  
By: Adi Filipovic  
Name: Adi Filipovic  
Title: Vice President

**COMPANY:**

AXOSOFT, LLC  
an Arizona limited liability company

By: \_\_\_\_\_  
Name: Hamid Shojaee  
Title: Chief Executive Officer

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

**PURCHASER PARTIES:**

AXOSOFT, LLC  
a Delaware limited liability company

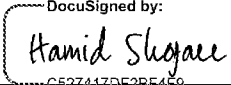
By: \_\_\_\_\_  
Name: Adi Filipovic  
Title: Vice President

KRAKEN HOLDING COMPANY, LLC

By: \_\_\_\_\_  
Name: Adi Filipovic  
Title: Vice President

**COMPANY:**

AXOSOFT, LLC  
an Arizona limited liability company

By:  \_\_\_\_\_  
Name: Hamid Shojaee  
Title: Chief Executive Officer



## Exhibit A

### Assigned Intellectual Property

#### Trademarks

- AXOSOFT, Registration No. 3783734
- TRANSFERBIGFILES, Registration No. 4089699
- GITKRAKEN, Registration No. 86614237/5125071

#### Domain Names

- ABOUTSCRUM.COM
- AGILENOTETAKER.COM
- ASKANINJAGAME.COM
- axocdn.com
- AXOCLOUD.NET
- AXOCONF.COM
- axoedu.com
- AXOFIT.COM
- AXOHUB.COM
- AXOSCRUM.COM
- AXOSOF.COM
- AXOSOFT.CHAT
- AXOSOFT.CO
- AXOSOFT.CO.UK
- AXOSOFT.COM
- AXOSOFT.DE
- AXOSOFT.IO
- AXOSOFT.NET
- AXOSOFT.ORG
- AXOSOFT.US
- AXOSOFTGAMES.COM
- axosoftgitkraken.com
- AXOSOFTONTIME.COM
- AXOSOFTSTUDIOS.COM
- AXOSOFTWARE.COM
- AXOSTUDIOS.COM
- AXOTALKS.COM
- AXOTEST.COM
- AXOTRACKER.COM
- AXOWIKI.COM
- AXSFT.CO
- AXSOSOFT.COM
- BIGFILETRANSFER.COM
- BIGFILETRANSFER.NET
- BUGTRACKER.CO
- BUGTRACKER.COM

- BUTRACKER.COM
- DEFECTTRACKER.NET
- FEARTHEBUG.COM
- FREEBUGTRACKER.NET
- FREEDEFECTTRACKER.COM
- FREESCRUMTOOL.COM
- FREESCRUMTOOLS.COM
- FREESCRUMTRAINING.COM
- getkrakin.com
- gettrakin.com
- gitgloing.com
- gitkrackin.com
- gitkraken.co
- GITKRAKEN.COM
- gitkraken.dev
- gitkraken.net
- gitkraken.org
- gitkraken.us
- gitkrakenglo.com
- gitkrakenglow.com
- gitkrakenuniversity.com
- gitkrakin.com
- gitkrakken.com
- gittrakin.com
- gituniversity.com
- glo.dev
- globoards.com
- IAMNINJAGAME.COM
- KRYSTALWARE.COM
- MACBUGTRACKER.COM
- MACBUGTRACKING.COM
- MYONTIMETEAM.COM
- ONTIMEHOSTED.COM
- ONTIMENOW.CO.UK
- ONTIMENOW.COM
- ONTIMENOW.NET
- ONTIMEONDEMAND.COM
- publictimelines.com
- RECEIVEBIGFILES.COM
- rickscroll.com
- rickscroll.net
- rickscroll.org
- SCRUMHUB.COM
- SCRUMHUB.IO
- SCRUMONDEMAND.COM
- SHIPSOFTWAREONTIME.COM

- SLICKUPLOAD.COM
- SLICKUPLOAD.NET
- TBF.ME
- TBFME.COM
- timelinedirectory.com
- timelinesdirectory.com
- TRANSFERBIGFILE.COM
- TRANSFERBIGFILE.NET
- TRANSFERBIGFILES.COM
- TRANSFERBIGFILES.NET
- TRANSFERPHOTOS.COM
- TURBOUPLOAD.COM
- WINDOWSBUGTRACKER.COM
- WINDOWSBUGTRACKING.COM