

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rim Tec Inc.		04/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kyriba Corp.		
Street Address:	4435 Eastgate Mall, Ste. 200		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4613373	EPS@RISK	
Registration Number:	3303236	FINANCIAL RISK EXPOSED	
Registration Number:	3286734		
Registration Number:	3303235	FIREAPPS	
CORRESPONDENCE DATA			
Fax Number:	6026409050		
<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:	602-640-9381		
Email:	trademarks@omlaw.com		
Correspondent Name:	Danielle D. Janitch		
Address Line 1:	2929. N. Central Ave., Ste. 2100		
Address Line 2:	c/o Osborn Maledon, P.A.		
Address Line 4:	Phoenix, ARIZONA 85012		
NAME OF SUBMITTER:	Danielle D. Janitch		
SIGNATURE:	/danielle.d.janitch/		
DATE SIGNED:	09/22/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of April 9, 2019 is made by Rim Tec Inc. ("**Seller**"), a Delaware corporation, in favor of Kyriba Corp. ("**Buyer**"), a Delaware corporation, the recipient of certain assets of Seller pursuant to the Contribution Agreement and Plan of Merger between Buyer, Seller, Kyriba Flame Merger Sub, Inc., Wolfgang Koester, Corey Edens and Corey Edens as Securityholders' Representative (the "**Contribution Agreement**").

WHEREAS, under the terms of the Contribution Agreement, Seller has conveyed, transferred, and assigned to Buyer certain shares of the Seller's capital stock;

WHEREAS, Seller and Buyer have now further agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule **Q** hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Parent, Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

6. Governing Law. This Trademark 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 Trademark 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).

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

Rim Tec Inc. DocuSigned by:


By: Jean-Luc Robert


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Name: Jean-Luc Robert

Title: Chief Executive Officer and President

SCHEDULE 1**Assigned Trademarks**

Trademark Registrations

Mark	Registration Number	Goods and Services	Status
United States			
EPS@RISK	4613373	IC 9: Financial Risk Management Software	9/30/2014 – Registered 9/30/2020 – Section 8 & 15 due
FINANCIAL RISK EXPOSED	3303236	IC 9: Financial Risk Management Software	10/2/2007 – Registered 10/2/2027 – Section 8 & 9 due
	3286734	IC 9: Financial Risk Management Software	8/28/2007 – Registered 8/28/2027 – Section 8 & 9 due
FIREAPPS	3303235	IC 9: Financial Risk Management Software	10/2/2007 – Registered 10/2/2027 – Section 8 & 9 due
European marks			
FIREAPPS	011972718	IC 9: Financial risk management software. IC 36: Financial risk management services; foreign currency exchange services. IC 42: Financial risk management software as a service (SaaS).	7/10/2013 - Filed 12/4/2013 - Registered 07/10/2023 – Expires

Mark	Registration Number	Goods and Services	Status
	011972783	<p>IC 9: Financial risk management software.</p> <p>IC 36: Financial risk management services; foreign currency exchange services.</p> <p>IC 42: Financial risk management software as a service (SaaS).</p>	<p>7/10/2013 - Filed</p> <p>12/4/2013 - Registered</p> <p>0710/2023 – Expires</p>