

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caringo, Inc.		01/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DataCore Software Corporation		
Street Address:	1901 Cypress Creek Road		
Internal Address:	Suite 200		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33309		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3747861	CARINGO	
Registration Number:	5208372	CARINGO	
Registration Number:	3718596	CLOUDFOLDER	
Registration Number:	3718598		
Registration Number:	4478546	CLOUDSCALER	
Registration Number:	5087461	FILEFLY	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	02/22/2021		

CH \$165.00 3747861

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Assignment"), dated as of January 15, 2021, is entered into by and between Caringo, Inc., a Delaware corporation (the "Assignor"), and DataCore Software Corporation, a Florida corporation (the "Assignee"). The Assignor and the Assignee are each referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to the Seller Owned Intellectual Property, including, by way of non-limiting example, the Seller Owned Intellectual Property described in Schedules A-C attached hereto;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign the Seller Owned Intellectual Property included in the Assets to Purchaser and Purchaser has agreed to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Seller Owned Intellectual Property included in the Assets, free and clear of all Liens other than Permitted Liens (as applicable), relating to or arising out of the Seller Owned Intellectual Property included in the Assets, including, without limitation, any and all patents, trademarks, trade secrets, and copyrights therein, with all of the goodwill appertaining thereto.

2. By way of example, and without limitation, Assignor hereby assigns all of the following attendant to the Seller Owned Intellectual Property:

- (a) all Patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, revision, extension or reexamination thereof, including by way of non-limiting example, the Patents and patent applications listed in Schedule A;
- (b) all trademarks, service marks, trade dress, slogans, logos, trade names, corporate names and Internet domain names and uniform resource locators, together with all goodwill associated therewith, including, without limitation, the use of the current corporate name and all translations, adaptations, derivations and combinations of the foregoing, including, by way of non-limiting example, the trademarks and service marks listed in Schedule B;
- (c) all copyrights and copyrightable works (collectively, the "Works"), rights in databases and data collections, and website content, including, by way of non-limiting example, the copyrights listed in Schedule C;

- (d) all trade secrets and confidential business information (including, without limitation, databases, ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, sales and promotional literature, and customer and supplier lists and related information);
- (e) all computer software and websites (including, without limitation, source code and object code and any data and related documentation);
- (f) all other intellectual or industrial property rights and foreign equivalent or counterpart rights and forms of protection of a similar or analogous nature to any of the foregoing or having similar effect in any jurisdiction throughout the world;
- (g) all registrations and applications for registration of any of the foregoing, including any renewals, extensions, continuations (in whole or in part), divisionals, re-examinations or reissues or equivalent or counterpart thereof;
- (h) all income, royalties, damages and payments due or payable as of the Closing or thereafter (including, without limitation, damages and payments for past, present or future infringements, misappropriations or other violations thereof) and the rights to sue and collect damages for past, present or future infringements, misappropriations or other violations thereof, and any corresponding equivalent or counterpart rights, title or interest that now exist or may be secured hereafter anywhere in the world; and
- (i) all copies and tangible embodiments of the foregoing (in whatever form or medium).

3. Assignor agrees to, at Assignee's request and expense, execute, acknowledge, and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as Assignee may reasonably request in order to carry out the transfer of the Seller Owned Intellectual Property, as applicable, conveyed herein.

4. This Assignment is made subject to the terms of the Purchase Agreement and nothing contained in this Assignment shall be deemed in any way to supersede, modify, replace, rescind, enlarge, alter, amend or in any way affect the terms or provisions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. If any provision of this Assignment, or the application of such provision to any person or circumstance, shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

5. This Assignment 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 Assignment shall be deemed the execution of a counterpart of this Assignment. The delivery of this Assignment may be made by facsimile or portable document format (pdf), and such signatures shall be treated as original signatures for all applicable purposes. This Assignment, to the extent signed and delivered by means of a photographic, facsimile or similar reproduction of such signed writing using a facsimile machine or email (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docuSign.com) shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to rules governing the conflict of laws.

7. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns under the Purchase Agreement. This Assignment may not otherwise be assigned by any party hereto without the prior written consent of the other party hereto except as and to the extent the Purchase Agreement may be assigned in accordance with its terms. Further, nothing set forth herein shall be deemed to constitute any person or entity as a third party beneficiary of this Assignment.

8. This Assignment may not be amended or modified except by an instrument in writing signed by Assignee and Assignor.

9. For purposes of this Assignment, except as otherwise expressly provided or unless the context otherwise requires: (a) the use of the singular form includes the plural, and the use of the plural form includes the singular; (b) the use of any gender herein shall be deemed to include the other gender; (c) the captions used in this Assignment are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Assignment or any provision hereof; (d) the words "herein", "hereof", "hereunder" and other words of similar import refer to this Assignment as a whole and not to any particular provision; (e) the term "include" or "including" shall mean without limitation by reason of enumeration; (f) any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder; (g) references to a statute shall refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time; and (h) any reference to a document or set of documents in this Assignment, and the rights and obligations of the parties under any such documents, shall mean such document or documents as amended from time to time, and any and all modifications, extensions, renewals, substitutions or replacements thereof.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

CARINGO, INC.

DocuSigned by:

By: _____
Name: Anthony Barbagallo
Title: Chief Executive Officer

ASSIGNEE:

DATACORE SOFTWARE CORPORATION

By: _____
Name: Kevin R. Thimble
Title: Chief Financial Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

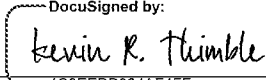
ASSIGNOR:

CARINGO, INC.

By: _____
Name: Anthony Barbagallo
Title: Chief Executive Officer

ASSIGNEE:

DATA CORE SOFTWARE CORPORATION

By:  _____
Name: Kevin R. Thimble
Title: Chief Financial Officer

Schedule A
Patents

Internal Tracking	Title	Synopsis	Strategic Value	US Patent	Countries
CRGOP001	Navigation of Content Space of a Document Set	Navigation between documents in a storage cluster using content-based addressing	Low	7269521	US, AU, CA, CN, EP, JP
CRGOP002	Additional Hash Functions in Content-Based Addressing	Using a hash function that's not the address for integrity checking, duplicate detection etc.	Low	7373345	US, AU, CA, CN, EP, JP
CRGOP003	Shared Namespace for Storage	Distributed implementation of named objects with conflict resolution	High	7269521	US, EN, EP, CA
CRGOP004	Adaptive Power Consumption in Storage Clusters	Using bidding to keep nodes powered down until needed and to make decisions about idling nodes until needed	Medium	9348408	US, CN, JP
CRGOP005	Two Level Addressing in Storage Clusters	Fast lookup/location of objects by using a two level hash table for UUID	High	10649827	US, EP
CRGOP006	Elimination of Duplicate Objects in Storage Clusters	Using a hash value to detect duplicate objects even when the hash value is not used for addressing	Medium	8843454	US
CRGOP007	Generation of Seed Value of Pseudo Random Number Generator	Reliable entropy generation in parallel distributed systems	High	8843539	US
CRGOP008	Erasure Coding and Replication in Storage	Using a combination of various EC schemes and replication in the same storage cluster.	High	10437672	US, CN, JP, AU, CA, EP
CRGOP010	Mounting Dynamic Endpoints	Mounting the results of a dynamic metadata-based query as a filesystem	Medium	10762045	US
CRGOP011	Multi-Part Upload	Using multi-part upload to avoid the need for local buffering/caching in NFS etc.	High	10348807	US
CRGOP013	Multi-Part Upload and Editing of EC objects	Using EC to implement HTTP PATCH verb, including range write, insert, pattern fill, etc.	High	10700711	US

Schedule B

Trademarks and Service marks

Trademark	Serial #	Registration #	Registration Date
"Caringo"	78-880,042	3,747,861	February 9, 2010
Caringo	87-175,568	5,208,372	May 23, 2017
"CloudFolder"	77-758,537	3,718,596	December 1, 2009
CloudFolder Icon (disks in cloud)	77-760,538	3,718,598	December 1, 2009
"CloudScaler"	85-539,672	4,478,546	February 4, 2014
FileFly	86-603,820	5,087,461	November 22, 2016

Schedule C

Copyrights

None.