

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whispertext Equity Investment, LLC		06/29/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MediaLab.Ai Inc.		
Street Address:	1222 6th Street		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5311812	W	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	medialab@invictusadvisors.com		
Correspondent Name:	Joshua Armstrong		
Address Line 1:	2625 Townsgate Road, Suite 330		
Address Line 4:	Westlake Village, CALIFORNIA 91361		
NAME OF SUBMITTER:	Tracy Roman		
SIGNATURE:	/tracy roman/		
DATE SIGNED:	04/23/2021		
Total Attachments: 7			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of June 29, 2018, is entered into between WHISPERTEXT EQUITY INVESTMENT, LLC, a Delaware limited liability company ("**Seller**") and MEDIALAB.AI INC., a Delaware corporation ("**Buyer**").

RECITALS

WHEREAS, Seller purchased the assets of WhisperText, Inc. ("**Borrower**"), a Delaware corporation, described in Exhibit A attached hereto and the collateral described in the Loan Agreement (as defined below) on May 11, 2018, pursuant to a foreclosure sale (the "**Sale**") under Article 9 of the California Uniform Commercial Code and other applicable law (the assets being purchased pursuant to the Sale being hereinafter referred to as the "**Purchased Assets**"), which was commenced pursuant to the security interests granted to Seller pursuant to that certain Loan and Security Agreement, dated November 30, 2015, between Seller (as successor to WhisperText Investment LLC, as successor to Silicon Valley Bank) and Borrower (with the related financing documents, collectively the "**Loan Agreement**"); and

WHEREAS, the Purchased Assets were purchased by Seller from Borrower in the Sale subject to a pre-existing and senior lien and security interest in the Purchased Assets asserted by Marble Bridge Funding Group, Inc. (the "**Marble Bridge Lien**") that existed as of the date of the Sale and that shall continue in such priority position following the sale provided for herein; and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, all of the Purchased Assets, on terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. At the Closing, subject to the terms and conditions set forth herein, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in the Purchased Assets (whether in Seller's possession as of the Closing Date (as defined herein) or obtained thereafter), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**"), other than the Marble Bridge Lien that exists as of the date hereof which shall continue after the Closing.

Section 1.02 Assumption of Liabilities. Subject to the terms and conditions set forth herein, Buyer hereby assumes and agrees to pay, perform and discharge the liabilities and obligations of Seller arising out of or related to the Purchased Assets as of the Closing, including, without limitation, each contract of Seller related to the Purchased Assets which shall be assigned to and assumed by Buyer and any and all obligations due and owing by Borrower to Marble Bridge Funding Group, Inc. (the "**Assigned Contracts**") (collectively, the "**Assumed Liabilities**").

Section 1.03 Purchase Price. The aggregate purchase price (the "**Purchase Price**") for the Purchased Assets shall be paid in 3500 shares of common stock in Buyer (the "**Shares**", which shall, for the avoidance of doubt, represent all the issued and outstanding shares of the Buyer at the time of

closing), which shall be issued to Seller at Closing, free and clear of any Encumbrances, except as may exist by reason of this Agreement, applicable securities laws and the Stockholders' Documents or Buyer's Certificate of Incorporation.

ARTICLE II CLOSING

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place simultaneously with the electronic execution of this Agreement on the date of this Agreement (the "Closing Date"). The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

Section 2.02 Closing Deliverables. At the Closing, Seller and Buyer, as applicable, shall deliver to each other the following:

- (a) a Stockholders Agreement, in a form reasonably acceptable to Buyer, duly executed by Seller and Buyer (the "**Stockholders Agreement**");
- (b) a Voting Agreement, in a form reasonably acceptable to Buyer, duly executed by Seller and Buyer (the "**Voting Agreement**"; together with the Stockholders Agreement, the "**Stockholders' Documents**");
- (c) a Bill of Sale and Assignment and Assumption Agreement, in a form reasonably acceptable to Buyer, duly executed by Buyer and Seller; and
- (d) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to each party hereto, as may be required to give effect to this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as of the date hereof, as follows:

Section 3.01 Organization and Authority of Seller; Enforceability. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware. Seller has full organizational power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

Section 3.02 Title to Purchased Assets. Except as otherwise set forth herein, Seller owns and has good title to the Purchased Assets, free and clear of Encumbrances, other than the Marble Bridge Lien.

Section 3.03 Non-foreign Status. Seller is not a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the date hereof, as follows:

Section 4.01 Organization and Authority of Buyer; Enforceability. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware. Buyer has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

ARTICLE V COVENANTS

Section 5.01 Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder, including, without limitation, transferring any intellectual property of Seller to Buyer and transferring all available cash of Seller to Buyer.

ARTICLE VI ISSUANCE OF SHARES

Section 6.01 Issuance of Shares. Subject to the terms and conditions of this ARTICLE VI, at the Closing, Buyer hereby agrees to issue to Seller, the Shares in consideration of the purchase of the Purchased Assets as contemplated hereunder. When issued pursuant to this Agreement, all of the Shares will be duly authorized and validly issued and outstanding, will have been issued by the Buyer in compliance in all material respects with applicable federal and state securities laws, will be free and clear of all liens, mortgages, charges, security interests, hypothecations, assignments for security and encumbrance any kind (other than those arising pursuant to applicable securities laws, the Stockholders’ Documents or Buyer’s Certificate of Incorporation).

Section 6.02 Limitation on Transfer. Seller acknowledges that it is aware that there are substantial restrictions on the transferability of the Shares as contained in the Stockholders’ Documents and Buyer’s Certificate of Incorporation. In addition, because the Shares have not been registered under the securities laws of any jurisdiction, such securities may not be disposed of unless they are subsequently registered and/or qualified under applicable securities laws or Seller provides evidence reasonably satisfactory to the board of directors of Buyer that an exemption from such registration and qualification is available.

Section 7.03 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits and Schedules, the statements in the body of this Agreement will control.

Section 7.04 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.05 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 7.06 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 7.07 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of 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).

Section 7.08 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 7.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.

[SIGNATURE PAGE FOLLOWS]

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

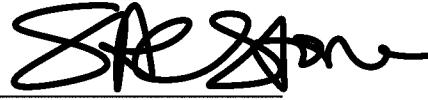
WHISPERTEXT EQUITY INVESTMENT, LLC

By: 

Name: Vikas Tandon

Title: Manager

MEDIALAB.AI INC.

By: 

Name: Susan Stone

Title: President

EXHIBIT A

PURCHASED ASSETS

All of Seller's right, title and interest in and to all of the property of Seller, including but not limited to the following personal property:

All goods, accounts (including health-care receivables), equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles, goodwill, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

All books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

The Purchased Assets also specifically includes all intellectual property of Seller, including but not limited to registered or unregistered trademarks, used of the name "Whisper", copyrights, copyright applications, patents, patent applications, mask works, trade secrets, servicemarks, tradenames, rights in computer software, computer software products and source code, design rights, websites, domain names and all URL registrations in connection therewith, licenses and rights of use in connection with the foregoing, and any claims for damages for infringement of any of the foregoing.

Without limiting the foregoing, it is the intent of the parties to the Agreement that all assets, property and rights of the Seller in the Purchased Assets (which includes all rights, title and interest to all property owned or beneficially owned by the Seller), wherever situated, be transferred and sold to the Buyer.