

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643821

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900603583

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INDECOMM BUSINESS SERVICES CORPORATION		02/01/2021	Corporation: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	Milos Automation, Inc.
Street Address:	379 Thornall Street, 2nd Floor
City:	Edison
State/Country:	NEW JERSEY
Postal Code:	08837
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85639880	VIEWPOINT
Serial Number:	88448613	AUDITGENIUS
Serial Number:	90342943	AUDITGENIUS
Serial Number:	86834530	INCOMEGENIUS
Serial Number:	90342593	INCOMEGENIUS
Serial Number:	86859365	INTELEDOC DIRECT
Serial Number:	86859362	INTELEDOC DIRECT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212-808-7800
 Email: Trademarks@Kelleydrye.com
 Correspondent Name: Deepak Nambiar
 Address Line 1: Kelley Drye & Warren LLP
 Address Line 2: 101 Park Avenue
 Address Line 4: New York, NEW YORK 10178

NAME OF SUBMITTER:	Deepak Nambiar
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SIGNATURE:	/Deepak Nambiar/
DATE SIGNED:	05/03/2021
Total Attachments: 7 source=Indecomm - Milos - IP Assignment Agreement v1-signed#page1.tif source=Indecomm - Milos - IP Assignment Agreement v1-signed#page2.tif source=Indecomm - Milos - IP Assignment Agreement v1-signed#page3.tif source=Indecomm - Milos - IP Assignment Agreement v1-signed#page4.tif source=Indecomm - Milos - IP Assignment Agreement v1-signed#page5.tif source=Indecomm - Milos - IP Assignment Agreement v1-signed#page6.tif source=Indecomm - Milos - IP Assignment Agreement v1-signed#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*IP Assignment*”), dated as of February 1, 2021 (the “*Effective Date*”), is made by Indecomm Business Services Corporation, a Cayman Islands corporation (“*Assignee*”), in favor of Milos Automation Inc., a Delaware corporation (“*Assignee*”), pursuant to the Asset Transfer Agreement (the “*Transfer Agreement*”), dated of February 1, 2021, by and among Assignor, Indecomm Holdings, Inc. and Assignee. Any capitalized term used but not defined herein shall have the meaning ascribed to the term in the Transfer Agreement.

RECITALS

WHEREAS, under the terms of the Transfer Agreement, Assignor agreed to convey, transfer and assign to Assignee, among other things, certain intellectual property of the Assignor;

WHEREAS, Assignor has agreed to execute and deliver this IP Assignment for recording with, as applicable, the United States Patent and Trademark Office, the United States Copyright Office, and any corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, it is a condition precedent to the consummation of the transactions contemplated by the Transfer Agreement that Assignor and Assignee execute and deliver this IP Assignment.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “*Assigned IP*”):

a. the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “*Patents*”);

b. the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “*Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

c. the copyright registrations and applications for registration and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the “*Copyrights*”);

d. all rights of any kind whatsoever of Assignor accruing under any of the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

e. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Assigned IP; and

f. any and all claims and causes of action, with respect to the Assigned IP, whether accruing before, on and/or after the Effective Date, 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.** Assignor hereby authorizes, as applicable, the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment. Following the Effective Date, Assignor shall take such steps and actions and provide such reasonable cooperation and assistance to Assignee 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 IP to Assignee, or any assignee or successor thereto.

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

4. **No Modification of Purchase Agreement.** Nothing in this IP Assignment shall be construed to be a modification of, or limitation on, any provision of the Transfer Agreement, including the representations, warranties and agreements set forth therein. If any conflict exists between the terms of this IP Assignment and the terms of the Transfer Agreement, the terms of the Transfer Agreement shall govern and control.

5. **Governing Law.** This Agreement, all relationships between the parties hereunder and all disputes and proceedings (in contract, tort or otherwise) arising out of or relating to any of the foregoing shall be governed by, and construed in accordance with, and enforced in accordance with, the laws of the State of New York, without giving

effect to any choice or conflict of law provision (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

6. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which taken together will be deemed one original. A counterpart of this Agreement delivered by 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.

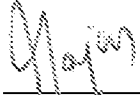
7. **Further Assurances.** Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be duly executed as of the date first written above.

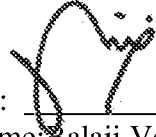
ASSIGNOR:

INDECOMM BUSINESS SERVICES CORPORATION

By: 
Name: Rajan Nair
Title: CEO

ASSIGNEE:

MILOS AUTOMATION INC.

By: 
Name: Balaji Venkatachalam
Title: CFO

Schedule 1

Assigned Patents and Patent Applications

Patents

Title	Jurisdiction	Patent Number	Issue Date
N/A			

Patent Applications

Title	Jurisdiction	Application/Publication Number	Filing Date
N/A			

Schedule 2

Assigned Trademarks and Trademark Applications

Mark	Jurisdiction	App. No./ Reg. No.	Status/ Status Date	Owner Information
ViewPoint	USA	85/639,880	Registered	Indecomm Business Services Corporation
AuditGenius	USA	88/448,613	Registered	Indecomm Business Services Corporation
AuditGenius (Logo)	USA	90/342,943	Awaiting Examination	Indecomm Business Services Corporation
IncomeGenius	USA	86/834,530	Registered	Indecomm Business Services Corporation
IncomeGenius (Logo)	USA	90/342,593	Awaiting Examination	Indecomm Business Services Corporation
Inteledoc Direct	USA	86/859,365	Registered	Indecomm Business Services Corporation
Inteledoc Direct (Logo)	USA	86/859,362	Registered	Indecomm Business Services Corporation

Schedule 3

Assigned Copyrights and Copyright Applications

Copyrights

Title	Jurisdiction	Registration Number	Registration Date
N/A			

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date
N/A			