TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intersection Media, LLC		06/03/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CityBridge, LLC
Street Address:	10 Hudson Yards
Internal Address:	26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5008586	CITYBRIDGE

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:	2152799389
Email:	jordan.lavine@flastergreenberg.com
Correspondent Name:	Jordan A LaVine
Address Line 1:	100 Front Street
Address Line 2:	Suite 100
Address Line 4:	Conshohocken, PENNSYLVANIA 19428

NAME OF SUBMITTER:	Jordan LaVine
SIGNATURE:	/jordan lavine/
DATE SIGNED:	09/01/2021

Total Attachments: 7
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OP $40.00 5008586

Exhibit 5(b)

INTELLECTUAL PROPERTY ASSIGNMENT

AND LICENSE AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT ("**Agreement**"), dated as of June 3, 2021, is made by Intersection Media, LLC ("**Assignor**"), a Delaware limited liability company, in favor of CityBridge, LLC ("**Assignee**"), a Delaware limited liability company, in connection with that certain Amended and Restated Services Agreement, by and between Assignor and Assignee (the "**Intersection Services Agreement**"), and, following mutual execution hereof, this Agreement shall automatically be effective without further action of any party as of the Closing Date (as defined in the Intersection Services Agreement) (such date, the "**Effective Date**").

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1.   <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):

(a)   the assets listed on <u>Schedule 1</u> attached hereto (the "**Assets**") and all of the Intellectual Property Rights with respect to any of the Assets, and all of the Contracts listed on Schedule 2 attached hereto;

(b)   all rights of any kind whatsoever of Assignor 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.

"Intellectual Property Rights" means any and all worldwide rights in, arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction or under any international convention: (1) all patents and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, substitutions, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the

world in inventions and discoveries including, without limitation, invention disclosures; (2) all trade secrets and other proprietary information which derives independent economic value from not being generally known to the public; (3) all copyrights, copyrights registrations and applications therefor; (4) all uniform resource locators, e-mail and other internet addresses and domain names and applications and registrations therefor; (5) all trade names, corporate names, logos, slogans, trade dress, trademarks, service marks, and trademark and service mark registrations and applications therefor and all goodwill associated therewith; (6) rights of publicity; (7) moral rights and rights of attribution; (8) software, whether in source code or object code form, and whether firmware or otherwise and any programming and user documentation related thereto, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials relating to the foregoing; (9) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

2.   Delivery; Recordation and Further Actions.

(a)   Promptly after the Effective Date, Assignor shall deliver copies of any Assigned IP not previously delivered.

(b)   Assignor hereby authorizes the United States Patent and Trademark Office, United States Copyright Office, and any applicable officials at entities or agencies in any applicable jurisdictions, to record and register this Agreement upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3.   Payment. Assignee will pay Assignor on the Effective Date an amount equal to ▮▮▮▮▮▮▮▮▮▮

4.   License. Assignee hereby grants to assignor a non-exclusive, perpetual, global, royalty-free, sub-licensable, right and license to use, copy, distribute, create derivative works from, and otherwise exploit the Assigned IP.

5.   DISCLAIMER/Warranties. THE ASSIGNED IP IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL I BE LIABLE TO THE COMPANY OR ANY THIRD PARTY FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE ASSIGNED IP.

6.   Counterparts. This Agreement 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 Agreement delivered by facsimile, e-mail, or other means of electronic

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transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

8.   Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York , without giving effect to any choice or conflict of law provision or rule (whether of the State of New York   or any other jurisdiction).
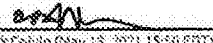
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the Effective Date.

	INTERSECTION MEDIA, LLC
	By: *Christopher Grosso* Christopher Grosso (May 20, 2021 14:55 EDT) Name: Christopher Grosso Title: COO Address for Notices: 10 Hudson Yards, 26th Floor New York, New York 10001

AGREED TO AND ACCEPTED:	CITYBRIDGE, LLC
	By: _____ Name: Title: Address for Notices: 10 Hudson Yards, 26th Floor New York, New York 10001

[Signature Page to A&R Services Agreement Intellectual Property Assignment and License Agreement]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the Effective Date.

<table>
<tr><td></td><td>INTERSECTION MEDIA, LLC</td></tr>
<tr><td></td><td>By: _____
Name:
Title:
Address for Notices:
10 Hudson Yards, 26th Floor
New York, New York 10001</td></tr>
</table>

AGREED TO AND ACCEPTED:	**CITYBRIDGE, LLC**
	By: _Nick Colvin (May 13, 2021 15:50 EDT)_ Name: Nick Colvin Title: Chief Operating Officer Address for Notices: 10 Hudson Yards, 26th Floor New York, New York 10001

[Signature Page to A&R Services Agreement Intellectual Property Assignment and License Agreement]

SCHEDULE 1

ASSIGNED IP

General -

* DoITT Report Generator
Description: Hourly DoITT Uptime report which is uploaded to OpenData

* Site Tracker Proxy
Description: A proxy to Site Tracker which holds LinkNYC site information

* Windlass
Description: Tablet Configuration Service

Tablet Related -

* Android Open Source Project Fork
Description: Tablet Operating System, a forked version of Android Open Source Project

* Tablet Software
Description: All tablet features

LinkNYC Related

* Linaro OS Fork
Description: ARM Based Fork of Linaro OS

* Identity
Description: Retrieves host information based on Reverse DNS

* PDB Firmware
Description: Firmware executable that interacts with the Power Distribution Board

* Telegraf
Description: Metric Agent sends system metrics to Datadog

* Vector Log Service
Description: Systemd Service sends logs to AWS Cloud Watch

* WiFi email signup
Description: Software to capture email addresses

The following additional software will be transferred from Assignor to Assignee, including the Link fork version.

* Fleet Manager
Description: Front End Application used to monitor LinkNYC

* IOT Server
Description: AWS IOT server for pushing commands onto AWS Topics which are consumed by LinkNYC Management Agent

* Management Agent
Description: Receives commands from AWS IOT Topics

* Datadog Api
Description: Datadog REST custom metric wrapper

* FixBot and FleetBot
Description: Automation tools for ticket management

* All contents (including, but not limited to, object code, source code and documentation) of the Github repository with the organizational ID "LinkNYC."