

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENTERPRISE ELECTRONICS CORPORATION		05/26/2021	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	RIPPLE AI OPERATING LLC		
Street Address:	301 COMMERCE ST., SUITE 3300		
City:	FORT WORTH		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5247074	PULSE	
Registration Number:	5722598	PULSE WEATHER ANALYTICS AND VISUALIZATIO	
CORRESPONDENCE DATA			
Fax Number:	2056820271		
<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:	12055635445		
Email:	russ@gachelaw.com		
Correspondent Name:	RUSSELL C GACHE; THE GACHE LAW FIRM		
Address Line 1:	4943 COSHATT DRIVE		
Address Line 4:	BIRMINGHAM, ALABAMA 35244		
NAME OF SUBMITTER:	Russell C Gache		
SIGNATURE:	/rgache/		
DATE SIGNED:	01/20/2022		
Total Attachments: 3			
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OP \$65.00 5247074

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of May 26, 2021, is made by Enterprise Electronics Corporation, an Alabama corporation with offices at 128 S. Industrial Boulevard, Enterprise, AL 36330 ("Assignor"), in favor of Ripple AI Operating LLC, a Delaware limited liability company with offices at 301 Commerce Street, Suite 3300, Fort Worth, TX 76102 ("Assignee").

WHEREAS, Assignor owns certain trademarks, and registrations for such trademarks, as listed in Exhibit A attached hereto and incorporated herein by this reference (the "Marks"); and

WHEREAS, Assignee desires to acquire all of the right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks, pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignee and Assignor (the "Asset Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Marks and all issuances, extensions and renewals of the Marks, together with the goodwill of the business symbolized by the Marks and the portion of the business of the Assignor to which the Marks pertain, including: (i) all rights of Assignor arising under any of the foregoing under the law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (ii) all claims, causes of action and rights to sue and recover for any past, present or future infringement, dilution or unauthorized use of any of the foregoing; and (iii) all income, royalties, damages, fees, payments or proceeds accrued, due or payable as of the date hereof or hereafter with respect to any of the foregoing.

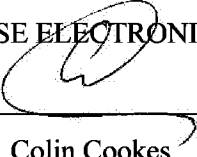
Assignor hereby authorizes the United States Patent and Trademark Office, and any foreign trademark office, to record and register this Assignment upon Assignee's request. Assignor hereby grants to Assignee and to the attorneys of record (now and in the future) for the Marks the power to insert on this Assignment any further identification information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, and any foreign trademark office, for recordation of this document. Assignor agrees, at the request of Assignee, at no cost to Assignor and without further consideration from Assignee, to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be required, necessary, proper or advisable to more effectively secure to, and vest in, Assignee and its successors and assigns the entire right, title and interest in and to the Marks and otherwise to effectuate fully the purposes, terms and conditions of this Assignment.

This Assignment is binding upon and inures to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the United States and the State of Delaware. In the event of a conflict between the Asset Purchase Agreement and this Assignment, the Asset Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by an authorized officer as of the date first written above.

ENTERPRISE ELECTRONICS CORPORATION

By: 
Name: Colin Cookes
Title: Director

Acknowledged and agreed:

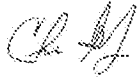

RIPPLE AI OPERATING LLC 
By: _____
Name: Christopher Goode
Title: Director

EXHIBIT A

MARKS

Registered Marks

Mark	Jurisdiction	Registration Number	Registration Date
PULSE	United States of America	5247074	July 18, 2017
	United States of America	5722598	April 9, 2019