

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evolving Systems, Inc.		12/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Evolving Systems Lumata Ltd.		
Street Address:	2 City Approach Albert Street		
City:	Manchester		
State/Country:	WISCONSIN		
Postal Code:	M30 0LB		
Entity Type:	Limited Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4484360	EVOLVING SYSTEMS	
Registration Number:	2197486	EVOLVING SYSTEMS	
Registration Number:	2355550	EVOLVING SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	6082584258		
<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:	6082575035		
Email:	IPDocketing@foley.com		
Correspondent Name:	Tricia L. Schulz / Foley & Lardner LLP		
Address Line 1:	150 East Gilman Street		
Address Line 2:	Suite 5000		
Address Line 4:	Masion, WISCONSIN 53703-1482		
ATTORNEY DOCKET NUMBER:	127387-0144/0145/0146		
DOMESTIC REPRESENTATIVE			
Name:	Tricia L. Schulz / Foley & Lardner LLP		
Address Line 1:	150 East Gilman Street		
Address Line 2:	Suite 5000		
Address Line 4:	Madison, WISCONSIN 53703-1482		

OP \$90.00 4484360

NAME OF SUBMITTER:	Tricia L. Schulz
SIGNATURE:	/tschulz/
DATE SIGNED:	03/09/2022
Total Attachments: 4 source=EVOL - Europe IP Assignment Agreement - Trademarks#page1.tif source=EVOL - Europe IP Assignment Agreement - Trademarks#page2.tif source=EVOL - Europe IP Assignment Agreement - Trademarks#page3.tif source=EVOL - Europe IP Assignment Agreement - Trademarks#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated and effective as of December 31, 2021, is entered into by and between Evolving Systems, Inc. (“Assignor”), and Evolving Systems Lumata Ltd., a limited corporation incorporated under the laws of England and Wales (“Assignee”).

RECITALS

WHEREAS, certain Affiliates of the Assignor and Assignee entered into an Equity Purchase Agreement (the “Purchase Agreement”) by and among Partner One Acquisitions Inc., Evolving Systems Inc., Evolving Systems Holdings Ltd., ETI-NET Inc., Investissements RIV Europe Limitee and Said Hini as of October 15, 2021, pursuant to which, among other things, the Buyers named therein are purchasing all of the business of the Sellers named therein, including, without limitation, the Intellectual Property Rights identified on Exhibit A hereto (all of the foregoing collectively, the “Purchased IP”); and

WHEREAS, Assignor desires to sell to Assignee, and Assignee desires to purchase from Assignor, the Purchased IP, including all goodwill associated therewith.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as set forth below.

AGREEMENT

1. Purchase Agreement; Capitalized Terms. This Agreement is executed in connection with the Purchase Agreement. All capitalized terms used, but not defined, herein shall have the respective meanings given to them in the Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts from Assignor, free and clear of all Liens, all right, title and interest in, to and under the Purchased IP. For clarity, the foregoing assignment of the Purchased IP includes: (a) all goodwill associated with the Purchased IP; (b) all rights to file for and maintain registrations for the Purchased IP; and (c) all legal actions and rights and remedies at law or in equity for past, current and future infringement, misappropriation and any other violations of the Purchased IP, and the right to sue for, collect, recover and receive all damages, profits, costs, fees, proceeds and other remedies associated therewith, the same to be held and enjoyed by the Assignee, and its successors and assigns.

3. No Conflict. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control, solely with respect to and to the extent of any such conflicting terms.

4. No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights, and this Agreement does not confer any such rights, upon any other Person.

5. Further Assurances. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each Party shall take all such reasonable necessary action to (a) execute and deliver to each other such other documents and (b) do such other acts and things as a Party may reasonably request for the purpose of carrying out the intent of this Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

7. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, and all claims and disputes arising hereunder or in connection herewith, whether purporting to sound in contract or tort, or at law or in equity, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

8. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements between or among the parties hereto regarding the same subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

9. 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. Facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as an original signed copy (including any electronic signature covered by the U.S. Federal E-SIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com).

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first above written.

ASSIGNOR:

EVOLVING SYSTEMS, INC.



By: _____

Name: Matthew Stecker

Title: Chief Executive Officer

ASSIGNEE:

EVOLVING SYSTEMS LUMATA LTD.



By: _____

Name: Matthew Stecker

Title: Director

[Signature Page to IP Assignment Agreement]