

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM732962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MassiveU, Inc.		02/15/2022	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caliper Management, Inc.		
<b>Street Address:</b>	506 CARNEGIE CENTER, SUITE 300		
<b>City:</b>	Princeton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08540		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6278616	SOLVABLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3105533610		
<b>Email:</b>	nshabani@greenbergglusker.com		
<b>Correspondent Name:</b>	Natasha Shabani		
<b>Address Line 1:</b>	2049 Century Park East, Suite 2600		
<b>Address Line 2:</b>	Greenberg Glusker		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Natasha Shabani		
<b>SIGNATURE:</b>	/natashashabani/		
<b>DATE SIGNED:</b>	06/07/2022		
<b>Total Attachments: 10</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY AND DOMAIN NAME TRANSFER AGREEMENT**

This ASSIGNMENT OF INTELLECTUAL PROPERTY AND DOMAIN NAME TRANSFER AGREEMENT (this “IP Assignment Agreement”), dated as of February 15, 2022, is made by and between MassiveU, Inc., a Florida corporation (“Assignor”) and Caliper Management, Inc., a New Jersey corporation (“Assignee” and, together with the Assignor, each a “Party” and collectively, the “Parties”).

**RECITALS**

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of February 3, 2022 (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”), pursuant to which Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Intellectual Property Rights of Assignor, and Assignor and Assignee have agreed to execute and deliver this IP Assignment Agreement for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office;

WHEREAS, this IP Assignment Agreement is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement; and

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the Parties hereto agree as follows:

**AGREEMENT**

1. Definitions. Capitalized terms used but not otherwise defined in this IP Assignment Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. Assignment. Effective as of the Closing, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under the Acquired IP, including the following, free and clear of all Liens:

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

(b) the trademark registrations and applications set forth on Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions and renewals thereof (collectively, the "Trademarks"); and

(c) the internet domain names set forth on Schedule 3 hereto (the "Domain Names").

3. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials or the applicable domain name registrar to record and register this IP Assignment Agreement upon request by Assignee. Assignor hereby notifies and instructs the applicable domain name registrar to transfer the Domain Names to Assignee. Following the date hereof, upon Assignee's reasonable request, 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 Acquired IP to Buyer, or any assignee or successor thereto; provided, however, that Assignor shall not be required to incur any expenses or out of pocket costs, all of which shall be at Assignee's expense.

4. Terms of the Purchase Agreement. This IP Assignment Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement, and is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement in all respects. This IP Assignment Agreement shall not replace, substitute, expand, diminish or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

5. Governing Law. This IP Assignment 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) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

6. Amendment and Modification. This IP Assignment Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

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

8. Counterparts; Electronic Signature. This IP Assignment Agreement may be executed and delivered by each Party in separate counterparts (including electronic portable document format (.PDF) or similar format), each of which when so executed and delivered will be deemed an original and all of which taken together will constitute one and the same agreement. This IP Assignment Agreement will become effective when, and only when, each Party delivers a counterpart hereof to each other Party. This IP Assignment Agreement may be executed by .PDF signature, and a .PDF signature will constitute an original signature for all purposes.

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IN WITNESS WHEREOF, the Parties have executed this Assignment of Intellectual Property and Domain Name Transfer Agreement effective as of the date first written above.

**ASSIGNOR:**

MASSIVEU, INC.

By:   
Name: Angelo Biasi  
Title: Chief Executive Officer

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

**ASSIGNEE:**

**CALIPER MANAGEMENT, INC.**

By:   
Name: Paul Dean  
Title: Chief Financial Officer

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

**SCHEDULE 1**

**PATENTS**

1. METHOD AND SYSTEM FOR AUTO-GRADING OF STRUCTURED DOCUMENTS, Patent Application no. 17/319,846, filed May 13, 2021.



**SCHEDULE 2**

**TRADEMARKS**

UNITED STATES TRADEMARKS:

<b>Country</b>	<b>Trademark</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Issue Date</b>	<b>Owner</b>
US	SOLVABLY	88/509,111	6,278,616	23-Feb-2021	MassiveU, Inc.

**SCHEDULE 3**

**DOMAIN NAMES**

Domain Name	Paid Through Date	Domain Name Registrar
Solvably.com	12/6/22	Network Solutions
Solvably.cn	12/21/23	Network Solutions
Solvably.app	9/23/22	Network Solutions
Solveably.com	12/21/22	GoDaddy
Solvebly.com	1/23/23	GoDaddy