

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM764228

<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>
Serengeti Systems Incorporated		12/17/2021	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Unisoft International, Inc.		
<b>Doing Business As:</b>	SMA Technologies		
<b>Street Address:</b>	15333 John F Kennedy Blvd		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77032		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6415090	SERENGETI SYSTEMS	
<b>Serial Number:</b>	78086177	ROBO-FTP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	312-862-4396		
<b>Email:</b>	noreen.gosselin@kirkland.com		
<b>Correspondent Name:</b>	Noreen Gosselin		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	300 North LaSalle		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	36774-734		
<b>NAME OF SUBMITTER:</b>	NOREEN GOSSELIN		
<b>SIGNATURE:</b>	/NOREEN GOSSELIN/		
<b>DATE SIGNED:</b>	10/28/2022		
<b>Total Attachments: 7</b>			
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**TRADEMARK**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of December 17, 2021, and is made by Serengeti Systems Incorporated., a Texas corporation (the “Assignor”), in favor of Unisoft International, Inc. d/b/a SMA Technologies, a Texas corporation (the “Assignee”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor, the Assignee, and the other parties thereto (the “Asset Purchase Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, and the Assignee has agreed to purchase, the Acquired Owned Intellectual Property, including, but not limited to, the trademarks and trade names on Schedule A attached hereto (“Trademarks”), and the domain names and social media handles on Schedule B attached hereto (the “Domain Names”, and together with the Trademarks and the Patent Applications, collectively the “Intellectual Property Assets”); and

**WHEREAS**, the Assignor and the Assignee desire that the assignment of said rights in the Trademarks and Patent Applications be made of record in the United States Patent and Trademark Office (where applicable), and the applicable state trademark and patent offices (where applicable), all foreign trademark and patent offices (where applicable) and any other governmental or administrative offices, as the case may be.

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

1. **Assignment.** The Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, all of the Assignor’s right, title and interest in and to all of the Assignor’s Trademarks, Patent Applications, Domain Names and other Acquired Owned Intellectual Property, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Assignor’s business symbolized by the Trademarks, and the registrations and application therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to any patent applications, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Assignor’s business symbolized by any patent applications, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said patent applications, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) The Assignor hereby assigns, transfers, and delivers to the Assignee, all right, title, and interest in and to the Domain Names, together with all renewals and extensions thereof, and all goodwill of the business symbolized by the Domain Names and Assignee hereby accepts such assignment, transfer, and conveyance. In connection with the foregoing, Assignor hereby irrevocably authorizes the registrar of such Domain Names to transfer the Domain Names to Assignee or to such nominee as Assignee may designate in writing to the Assignor on the date hereof.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to register the transfer of the assigned rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to do everything reasonably necessary (including executing documents) to give full effect to the terms of this Agreement and any transactions contemplated by it. The Assignor's obligations under this clause 2 do not extend to an obligation to assist in registering shall not require Assignor's assistance with the prosecution of any not yet registered applications to register any Intellectual Property Assets, or to participate in the defense of any in any defense to an opposition to registration or challenge to any registration of any such Intellectual Property Assets, unless such participation is otherwise required by applicable law.

3. Asset Purchase Agreement. This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall control.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.

5. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in the possession or control of the Assignor.

6. Maintenance. The Assignor agrees that it has taken, and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take, all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

*[Signatures begin on the following page.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

**ASSIGNOR:**

**SERENGETI SYSTEMS INCORPORATED**

By: DocuSigned by:  
*David Lykes Keenan*

A7DC380E7C7D4E8...  
Name:

Title:

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

**ASSIGNEE:**

**UNISOFT INTERNATIONAL, INC.  
D/B/A SMA TECHNOLOGIE**

By: DocuSigned by:  
  
Name: 2ED4D9A6A93641F...  
Title:

**Schedule A**

**Trademarks**

**Trademark Assets**

<b>MARK</b>	<b>SERIAL NO. / REGISTRATION NO. / JURISDICTION</b>	<b>FILING DATE / REGISTRATION DATE</b>	<b>OWNER OF RECORD</b>	<b>STATUS</b>
Serengeti Systems	6,415,090, U.S.	July 13, 2021	Serengeti Systems, Inc.	Active
Robo-FTP	78,086,177, U.S.	July 15, 2003	Serengeti Systems, Inc.	Active

**Schedule B**

**Domain Names**

<b>DOMAIN</b>	<b>REGISTRANT</b>	<b>REGISTRAR</b>	<b>EXPIRATION DATE</b>
FTPFORBEGINNERS.COM		GoDaddy.com, LLC	June 23, 2022
SERENGETISYSTEMS.COM		GoDaddy.com, LLC	April 12, 2023
ROBO-FTP.COM	Errol Siegel	Network Solutions, LLC	September 6, 2023
ROBOFTP.COM	Errol Siegel	Network Solutions, LLC	September 6, 2023
ROBOTFTP.COM	Errol Siegel	Network Solutions, LLC	March 8, 2023
3780-EMULATION.COM	Errol Siegel	Network Solutions, LLC	November 13, 2023
3780-BSC-RJE-EMULATION.COM	Errol Siegel	Network Solutions, LLC	November 19, 2023
FTP-INFO.COM	Errol Siegel	Network Solutions, LLC	September 6, 2023
3770-EMULATION.COM	Errol Siegel	Network Solutions, LLC	November 14, 2023



HANDLE	PLATFORM	OWNER OF RECORD	ESTABLISHMENT DATE

Initials