

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIBO SOFTWARE, INC.		10/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MONETATE, INC.		
Street Address:	One Grand Central Place		
Internal Address:	60 EAST 42ND STREET, SUITE 2220		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10165		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5356820	REAL-TIME INDIVIDUALIZATION	
Registration Number:	5426012	RTI	
Registration Number:	3234862	BAYNOTE	
Registration Number:	3257006	BAYNOTE	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	875143-000027		
NAME OF SUBMITTER:	Debbie Wu		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	11/02/2022		
Total Attachments: 7			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of October 27, 2022, is made by Kibo Software, Inc. ("**Seller**"), a Delaware corporation, in favor of Monetate, Inc. ("**Buyer**"), a Delaware corporation, the purchaser of certain assets of Seller pursuant to a Contribution Agreement between Buyer and Seller and certain other parties thereto (the "**Contribution Agreement**").

WHEREAS, under the terms of the Contribution Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property rights of Seller, and has agreed to execute and deliver this IP Assignment, for recordation with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

the patents and patent applications set forth on Schedule 1 hereto, all issuances, divisions, continuations, continuations-in-part, reissues, corrections, extensions, reexaminations, and renewals thereof, and any patent or patent application that claims priority to any of the foregoing or to which a claim of priority is made by any of the foregoing (the "**Patents**");

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

all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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, dilution, misappropriation, violation, or misuse of any Patents or Trademarks, or any 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.

Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and

actions, and shall cause its Affiliates to take such steps and actions, to provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

Counterparts. This IP Assignment 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 IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

KIBO SOFTWARE, INC.

By: 
Name: John Mills
Title: Secretary

AGREED TO AND ACCEPTED:

MONETATE, INC.

By: 
Name: John Mills
Title: Secretary

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title of Invention:	Status:	Application No. Filing Dates	Patent No. Issue Date	Country	Owner
METHOD AND APPARATUS FOR IDENTIFYING, EXTRACTING, CAPTURING, AND LEVERAGING EXPERTISE AND KNOWLEDGE	Expired	11/319928 12/27/2005	7,698,270 4/13/2010	US	Kibo Software, Inc.
METHOD AND APPARATUS FOR IDENTIFYING, EXTRACTING, CAPTURING, AND LEVERAGING EXPERTISE AND KNOWLEDGE	Expired	11/874157 10/17/2007	8,601,023 12/3/2013	US	Kibo Software, Inc.
METHOD AND APPARATUS FOR DETERMINING PEER GROUPS BASED UPON OBSERVED USAGE PATTERNS	Expired	11/350428 2/8/2006	7,693,836 4/6/2010	US	Kibo Software, Inc.
METHOD AND APPARATUS FOR PREDICTING DESTINATIONS IN A NAVIGATION CONTEXT BASED UPON OBSERVED USAGE PATTERNS	Expired	11/350646 2/8/2006	7,580,930 8/25/2009	US	Kibo Software, Inc.
METHOD AND APPARATUS FOR DETERMINING EXPERTISE BASED UPON OBSERVED USAGE PATTERNS	Expired	11/350668 2/8/2006	7,546,295 6/9/2009	US	Kibo Software, Inc.
METHOD AND APPARATUS FOR DETERMINING USEFULNESS OF A DIGITAL ASSET	Issued; grace period ends December 21, 2022 (final due date)	11/350904 2/8/2006	7,856,446 12/21/2010	US	Kibo Software, Inc.
METHOD AND APPARATUS FOR SUGGESTING/DISAMBIGUATION QUERY TERMS BASED UPON USAGE PATTERNS OBSERVED	Expired	11/351143 2/8/2006	7,702,690 4/20/2010	US	Kibo Software, Inc.
METHOD AND APPARATUS FOR CONTEXT-BASED CONTENT RECOMMENDATION	Issued; next maintenance fee due July 10, 2023	12/188850 2/8/2006	8,095,523 1/10/2012	US	Kibo Software, Inc.
METHOD AND APPARATUS FOR CONTEXT-BASED CONTENT RECOMMENDATION	Expired	PCT/US2008/072660 8/8/2008	n/a	PCT	Kibo Software, Inc.
METHOD AND APPARATUS OF EXTRACTING, CAPTURING AND LEVERAGING EXPERTISE AND KNOWLEDGE FROM KNOWLEDGE WORKERS TO IMPROVE BUSINESS	Expired	60/640872 12/29/2004	n/a	US	Kibo Software, Inc.

Title of Invention:	Status:	Application No. Filing Dates	Patent No. Issue Date	Country	Owner
EFFICIENCY IN THE AREA OF COMPUTER CONTENT SEARCH, KNOWLEDGE DISCOVERY AND PRODUCTIVITY MEASUREMENT					
METHOD AND APPARATUS FOR IDENTIFYING, EXTRACTING, CAPTURING, AND LEVERAGING EXPERTISE AND KNOWLEDGE	Expired	PCT/US2005/047235 12/28/2005	n/a	PCT	Kibo Software, Inc.
SYSTEM AND METHOD FOR CONTEXT-AWARE RECOMMENDATION THROUGH USER ACTIVITY CHANGE DETECTION	Expired	14/281608 5/19/2014	9,836,765 12/5/2017	US	Kibo Software, Inc.
SYSTEM AND METHOD FOR CONTEXT-AWARE RECOMMENDATION THROUGH USER ACTIVITY CHANGE DETECTION	Expired	PCT/US2015/031536 5/19/2015	n/a	PCT	Kibo Software, Inc.
SYSTEMS AND METHODS FOR SERVING PRODUCT RECOMMENDATIONS	Abandoned	14/298582 6/6/2014	n/a	US	Kibo Software, Inc.
SYSTEMS AND METHODS FOR SERVING PRODUCT RECOMMENDATIONS	Expired	PCT/US2015/033735 6/2/2015	n/a	PCT	Kibo Software, Inc.
Method and Apparatus for Identifying, Extracting, Capturing, and Leveraging Expertise and Knowledge	Abandoned	11/874,137 Pub. No. 20080104004A1 10/17/2007	n/a	US	Kibo Software, Inc.
Behavior-Based Configuration of Data Elements In An Application	Abandoned	12/912,608 Pub. No. 20120102304A1 10/26/2010	n/a	US	Kibo Software, Inc.
Method and Apparatus for Context-Based Content Recommendation	Abandoned	13/312,665 Pub. No. 20120311139A1 12/6/2011	n/a	US	Kibo Software, Inc.
Behavior-Based Online Deal Transactions	Abandoned	13/437,809 Pub. No. 20130091001A1 4/2/2012	n/a	US	Kibo Software, Inc.
Method and Apparatus for Context-Based Content Recommendation	Expired	60/954,677 8/8/2007	n/a	US	Kibo Software, Inc.
Behavior-Based Online Deal Transactions	Expired	61/467,941 3/25/2011	n/a	US	Kibo Software, Inc.

Title of Invention:	Status:	Application No. Filing Dates	Patent No. Issue Date	Country	Owner
Behavior-Based Online Deal Transactions	Expired	61/516,358 4/1/2011	n/a	US	Kibo Software, Inc.

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

MARK	COUNTRY	OWNER	CLASS: GOODS / SERVICES	APP. NO. FILING DATE	REG. NO. REG. DATE	STATUS / COMMENTS
REAL-TIME INDIVIDUALIZATION	U.S.	Kibo Software, Inc. (Baynote, Inc.)	CI 42	87/321262 01-Feb-2017	5356820 12-Dec-2017	REGISTERED Section 8 & 15 due 12-Dec-2023 Renewal due 12-Dec-2027
RTI	U.S.	Kibo Software, Inc. (Baynote, Inc.)	CI 42	87/321258 01-Feb-2017	5426012 20-Mar-2018	REGISTERED Section 8 & 15 due 20-Mar-2024 Renewal due 20-Mar-2028
BAYNOTE	U.S.	Kibo Software, Inc. (Baynote, Inc.)	CI 42	78/636485 24-May-2005	3234862 24-Apr-2007	REGISTERED Renewal due 24-Apr-2027
BAYNOTE	United States	Baynote, Inc.	CI 9	78/636483 24-May-2005	3257006 26-Jun-2007	CANCELLED