### 900747770 02/02/2023

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM784230

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900729594

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PARSONS CORPORATION		11/01/2022	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	INTELLIGENT SOFTWARE SOLUTIONS GLOBAL LIMITED	
Street Address:	1-3 WATERLOO CRESCENT	
City:	DOVER, KENT	
State/Country:	ENGLAND AND WALES	
Postal Code:	stal Code: CT161LA	
Entity Type:	Type: Private Limited Company: ENGLAND AND WALES	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3043467	DFUZE
Registration Number:	3754263	DFUZE MOBILE
Registration Number:	3754262	DFUZE NET
Registration Number:	4704580	DFUZE360

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 719-358-2561

Email: DOCKET@MARTENSENIP.COM

Correspondent Name: MARTENSEN IP

Address Line 1: 30 EAST KIOWA STREET SUITE 101

Address Line 4: COLORADO SPRINGS, COLORADO 80903

ATTORNEY DOCKET NUMBER: PRSN T026-T029

NAME OF SUBMITTER: Michael C. Martensen

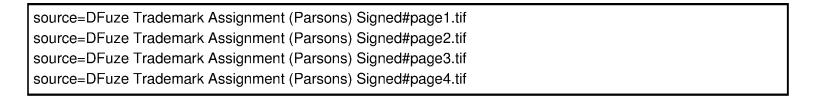
SIGNATURE: /Michael C. Martensen/

DATE SIGNED: 02/02/2023

**Total Attachments: 4** 

TRADEMARK
REEL: 007945 FRAME: 0005

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#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of November 1, 2022, is made by Parsons Corporation ("Seller"), a Delaware Corporation, located at 5875 Trinity Parkway, Suite 140, Centreville, VA 20120, in favor of Intelligent Software Solutions Global Limited ("Buyer"), a private limited company incorporated in England and Wales, located at 1-3 Waterloo Crescent, Dover, Kent, CT161LA, the purchaser of certain assets of Seller pursuant to the Stock Purchase Agreement between Buyer and Laine Napier, on the one hand, and Seller and Polaris Alpha LLC, a Parsons company, on the other, dated as of September 30, 2022 (the "Stock Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the Parties 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:
  - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Stock Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
  - (b) 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:
  - (c) 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
  - (d) 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, 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.
- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark



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 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 Trademarks to Buyer, or any assignee or successor thereto.

- 3. Terms of the Stock Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Stock Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Stock Purchase 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 Stock Purchase Agreement and the terms hereof, the terms of the Stock Purchase Agreement shall govern.
- 4. <u>Counterparts.</u> This Trademark 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 Trademark 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 Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Trademark 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 Trademark 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

Parsons Corporation

By: (Dele Alaga) Name: Blade Metzer

Title: Chief IP Counsel

Address for Notices: 1422 S. Tryon Street Suite 800

Charlotte NC 28202

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

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COUNTY OF MECKLENBURG

On the first day of November, 2022, before me personally appeared Blade Metzer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the Chief IP Counsel of Parsons Corporation, the Corporation described, and acknowledged the instrument to be his/her/their free act and deed/the free act and deed of SELLER for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name: Leonid V. Glukhoman

My Commission Expires: 3/21/2027

AGREED TO AND ACCEPTED

Intelligent Software Solutions Globel Limited

By: Name: Laine Napie

Title: CEO

Address for Notices: 1-3 Waterloo Crescent

Dover, Kent, CT161LA

ACKNOWLEDGMENT UNITED KINGDOM

TOWN/CITY OF CALICABURY

388.

On the second day of November, 2022, before me personally appeared Laine Napier, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the CEO of Intelligent Software Solutions Global Limited, the private limited company incorporated in England and Wales, and acknowledged the instrument to be his/her/heir free act and deed@he free act and deed of BUYER for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name:

NOTARY PUBLIC UNIVERSITY ROAD CANTERBURY

CT2 7FG ENGLAND

TEL, 0044 (0)1227 831 73

My Commission Expires: 31/10/2023

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## SCHEDULE 1

## **Assigned Trademarks**

# Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Dhize	United States	3,043,467	01/17/2006
Dhize	Australia	1565667	02/05/2014
Diuze	Canada	TMA868228	01/06/2014
Dřuze	energia de la companya della companya della companya de la companya de la companya della company	011341278	04/16/2013
Diuze	UK	011341278	04/16/2013
Dhize Mobile	United States	3,754,263	03/02/2010
Diuze Mobile	Australia	1565668	02/05/2014
Diuze Mobile	Canada	TMA868229	01/06/2014
Dfuze Mobile	EU	011341336	04/16/2013
Dfuze Mobile	UK	011341336	04/16/2013
Dfuze Net	United States	3,754,262	93/02/2010
Dfuze Net	Australia	1565672	01/29/2014
Dhize Net	Canada	TMA868230	01/06/2014
Dřuze Net	EU	011341377	04/16/2013
Dhize Nei	UK	011341377	04/16/2013
Dfuze360	United States	4,704,580	03/17/2015
Dfuze360	Australia	1558407	03/09/2014
Dfuze360	Canada	TMA939348	05/31/2016
Dfuze360	EU	011830155	10/15/2013
Dfuze360	UK	011830155	10/13/2013

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