

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796109

<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>
Adara, Inc.		01/09/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RateGain Adara Inc.		
<b>Street Address:</b>	105 Decker Court		
<b>Internal Address:</b>	Suite 540		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75062		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87524282	ADARA	
<b>Registration Number:</b>	5602971	GUESTFINDER	
<b>Registration Number:</b>	4203083	ADARA	
<b>Registration Number:</b>	6020182	ADARA KNOW WHAT TRAVELERS NEED NEXT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142064330		
<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>	214-206-4300		
<b>Email:</b>	david@richardlawgroup.com		
<b>Correspondent Name:</b>	David J. Diamond		
<b>Address Line 1:</b>	13355 Noel Road		
<b>Address Line 2:</b>	Suite 1350		
<b>Address Line 4:</b>	Dallas, TEXAS 75240		
<b>NAME OF SUBMITTER:</b>	David J. Diamond		
<b>SIGNATURE:</b>	/David J. Diamond/		
<b>DATE SIGNED:</b>	03/21/2023		
<b>Total Attachments: 5</b>			

OP \$115.00 87524282

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made and entered into as of January 9, 2023, by and between RateGain Adara Inc., a Delaware corporation ("Assignee") and Adara, Inc., a California corporation ("Assignor").

### RECITALS

WHEREAS, Assignor and Assignee are among the parties to that certain Asset Purchase Agreement, dated January 2, 2023 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase from Assignor certain assets of Assignor, including all of Assignor's right, title and interest in and to the Owned Business Intellectual Property (as such term is defined in the Purchase Agreement), as set forth in the Purchase Agreement, including, without limitation, the registered intellectual property listed in Schedule I (the "Registered Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1) Intellectual Property Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers (and agrees to sell, assign, transfer, convey and deliver) to Assignee and its successors and assigns, free and clear of any right or claim of any third party, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Registered Intellectual Property, together with all goodwill associated therewith.

2) Further Assurances. Assignor will cooperate in good faith with Assignee and shall execute, acknowledge and deliver any and all documents reasonably requested by Assignee, at Assignee's sole cost and expense, in order to satisfy the conditions set forth herein to carry out the intent and purposes of this Agreement, including all lawful papers for recording any applications by Assignee to register, assign or obtain any patent or trademark reasonably necessary to protect Assignee's intellectual property rights in and to the Registered Intellectual Property.

3) Miscellaneous.

a. Entire Agreement; No Third Party Beneficiaries. This Agreement, together with the Purchase Agreement, constitutes the entire agreement, and supersedes all prior agreements and understandings both written and oral, between the parties with respect to the subject matter hereof, all of which prior agreements and understandings are hereby terminated. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder except as set forth in the Purchase Agreement. In executing this Agreement, neither Party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to herein.

b. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING THE CONFLICTS OF LAW OR CHOICE OF LAW PROVISIONS THEREOF.

c. VENUE. EXCLUSIVE VENUE FOR ANY SUIT, CAUSE OF ACTION, PROCEEDING OR OTHER DISPUTE RESOLUTION PROCESS RELATING TO THIS

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AGREEMENT WILL BE IN NEW CASTLE COUNTY, DELAWARE, AND EACH PARTY HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW CASTLE COUNTY, DELAWARE WITH RESPECT TO THE SAME.

d. WAIVER OF JURY TRIAL. ANY ACTION OR PROCEEDING BY ANY PARTY HERETO AGAINST ANY OTHER PARTY, OR AGAINST ANY EMPLOYEE, OFFICER, DIRECTOR, AGENT, SUCCESSOR OR ASSIGN OF ANY OTHER PARTY, ARISING FROM OR RELATING TO THIS AGREEMENT (WHETHER UNDER STATUTE, IN CONTRACT, TORT, OR OTHERWISE AND WHETHER FOR MONEY DAMAGES OR DECLARATORY OR EQUITABLE RELIEF) (EACH, A "CLAIM") WILL BE TRIED BY A JUDGE SITTING WITHOUT A JURY. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM. ANY PARTY HERETO MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES TO IRREVOCABLY WAIVE TRIAL BY JURY OF ANY CLAIM.

e. Successors and Assigns. This Agreement is binding upon, inures to the benefit of and is enforceable by the successors and permitted assigns of each Party.

f. Severability. If any provision of this Agreement, or any portion of any provision hereof, is deemed invalid or unenforceable pursuant to a final determination of any court of competent jurisdiction or as a result of future legislative action, such determination or action shall be construed so as not to affect the validity or enforceability of any other portion hereof and the provision deemed invalid or unenforceable shall be enforced to the greatest extent permitted by law.

g. Amendment. This Agreement may be amended only by a written instrument duly signed by each of the Parties hereto.

h. Waiver. A provision of this Agreement may be waived only by a written instrument signed by the Party or Parties waiving compliance. The failure of a Party to exercise any of its rights or to enforce any of the provisions of this Agreement on any occasion will not be a waiver of such right or provision, nor affect the right of such Party thereafter to enforce such right or provision.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused the Intellectual Property Assignment Agreement to be signed as of the date first written above.

**ASSIGNEE:**

RateGain Adara Inc.

By:  \_\_\_\_\_  
Name: Bharti Chopra  
Title: Director

**ASSIGNOR:**

Adara, Inc.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused the Intellectual Property Assignment Agreement to be signed as of the date first written above.

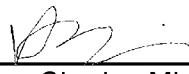
**ASSIGNEE:**

RateGain Adara Inc.

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNOR:**

Adara, Inc.

By:  \_\_\_\_\_  
Name: Charles Mi  
Title: Chief Executive Officer

**SCHEDULE I**

**Registered Intellectual Property**

**Patents and Patent Applications:**

<b>Title</b>	<b>Application No.</b>	<b>Patent No.</b>
RULE SET-BASED AUTHORIZATION FOR DATA POOL	16/001,913	11,132,455
DISTRIBUTED DATA RIGHTS MANAGEMENT FOR PEER DATA POOLS	16/423,502	11,080,419
DISTRIBUTED DATA RIGHTS MANAGEMENT FOR PEER DATA POOLS	17/389,090	
RULE SET-BASED AUTHORIZATION FOR DATA POOL	17/487,931	

**Trademarks and Trademark Applications:**

<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>
ADARA	87524282	
GUESTFINDER	87668611	5602971
ADARA MEDIA	1540685	TMA850030
GUESTFINDER	87668611	5602971
ADARA	85260069	4203083
ADARA KNOW WHAT TRAVELERS NEED NEXT	88298997	6020182