## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM798538

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vertical Discovery Holdings Pte. Ltd.		03/15/2023	Limited Liability Company: SINGAPORE

### **RECEIVING PARTY DATA**

Name:	Vertical Discovery Holdings, LLC	
Street Address:	145 South Wells Street, Suite 500	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark		
Registration Number:	6708632	LIGL		
Registration Number:	6708630	LIGL		
Registration Number:	6708629	LIGL		
Registration Number:	6708628	LIGL		
Registration Number:	5970195	VERTICAL DISCOVERY THE EVOLUTION OF E-DI		
Registration Number:	6029362	OPTIMUM		
Registration Number:	5993561	OPTIMUM		
Serial Number:	88722146	OPTIMUM SECUREBRIDGE		
Serial Number:	88722132	OPTIMUM SECUREBRIDGE		
Serial Number:	88722083	OPTIMUM TOTALHOLD		
Serial Number:	88722072	OPTIMUM TOTALHOLD		
Serial Number:	88721800	OPTIMUM MATTERMANAGE		
Serial Number:	88721793	OPTIMUM MATTERMANAGE		
Serial Number:	88721677	OPTIMUM AUTOMATE		
Serial Number:	88721647	OPTIMUM AUTOMATE		

### **CORRESPONDENCE DATA**

Fax Number: 4043659532

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

**TRADEMARK** 

REEL: 008022 FRAME: 0907

900761488

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 404-504-7656

Email: aklein@mmmlaw.com

Correspondent Name: Ashley N. Klein

Address Line 1: 1600 Atlanta Financial Center

Address Line 2:3343 Peachtree Rd. NEAddress Line 4:Atlanta, GEORGIA 30326

ATTORNEY DOCKET NUMBER:	37667-149790
NAME OF SUBMITTER:	Ashley N. Klein
SIGNATURE:	/Ashley N. Klein/
DATE SIGNED:	03/29/2023

#### **Total Attachments: 8**

source=Reveal\_Ligl - Intellectual Property Assignment Agreement [executed]#page1.tif source=Reveal\_Ligl - Intellectual Property Assignment Agreement [executed]#page2.tif source=Reveal\_Ligl - Intellectual Property Assignment Agreement [executed]#page3.tif source=Reveal\_Ligl - Intellectual Property Assignment Agreement [executed]#page4.tif source=Reveal\_Ligl - Intellectual Property Assignment Agreement [executed]#page5.tif source=Reveal\_Ligl - Intellectual Property Assignment Agreement [executed]#page6.tif source=Reveal\_Ligl - Intellectual Property Assignment Agreement [executed]#page7.tif source=Reveal\_Ligl - Intellectual Property Assignment Agreement [executed]#page8.tif

#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered as of the 15<sup>th</sup> day of March 2023, by and among (a) Vertical Discovery Holdings, LLC, a Delaware limited liability company ("Assignee"), (b) Vertical Discovery Holdings Pte. Ltd., a limited liability company formed under the Laws of Singapore ("VD Parent") and (c) Vertical Discovery Corp., a Delaware corporation (d/b/a Ligl Data Sciences Corp.) ("VD US Subsidiary" and together with VD Parent, each an "Assignor" and collectively, "Assignors"), pursuant to that certain Asset and Share Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement"), by and among Assignee, Assignors, Vertical Discovery Data Sciences Private Limited, a limited liability company formed under the Laws of India ("VD India Subsidiary"), the VD Parent Shareholders, the VD India Shareholders and for certain limited purposes, Reveal Data Corporation, a Delaware corporation.

WHEREAS, Assignors and Assignee are parties to the Asset Purchase Agreement, pursuant to which Assignors has agreed to sell, assign, transfer, convey, set-over and deliver unto Assignee, and Assignee has agreed to purchase, accept, acquire and assume from such Assignors, all of the rights, title and interests in and to the Acquired Assets (including the Acquired Shares) and the Assumed Liabilities, free and clear of any Liens, in exchange for the Purchase Price, on the terms and subject to the conditions of the Asset Purchase Agreement;

WHEREAS, in connection with the Asset Purchase Agreement and as part of the Acquired Assets, Assignors have agreed to sell, assign, transfer, convey, set-over and deliver unto Assignee all of the Owned Proprietary Rights (including any Business Intellectual Property), free and clear of any Liens, including: (i) the trademarks and trademark applications set forth on <a href="Exhibit A">Exhibit A</a> under the heading Trademarks"); (ii) the copyrights and copyright applications set forth on <a href="Exhibit A">Exhibit A</a> under the heading Topyrights (the "Copyrights"); (iii) the patents and patent applications set forth on <a href="Exhibit A">Exhibit A</a> under the heading Topyrights (the "Patents"); (iv) the domain names set forth on <a href="Exhibit A">Exhibit A</a> under the heading Topyrights (the "Domain Names"); and (v) the social media accounts, pages and handles set forth on <a href="Exhibit A">Exhibit A</a> under the heading Topyrights, the Patents and the Domain Names, the "Intellectual Property Assets"), on the terms and subject to the conditions of the Asset Purchase Agreement; and

WHEREAS, Assignors and Assignee desire that the assignment of said rights in the Trademarks and the Patents be made of record in the Intellectual Property Office of the United States Patent and Trademark Office, any state patent or trademark offices, any foreign patent or trademark offices and any other appropriate governmental, regulatory or administrative offices, if and as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, any state copyright offices, any foreign copyright offices and any other appropriate governmental, regulatory or administrative office, if and as the case may be.

**NOW, THEREFORE,** for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignors and Assignee hereby agree pursuant to the Asset Purchase Agreement as follows:

#### 1. **Assignment**.

(a) Each Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, its Affiliates, successors and assigns, free and clear of all Liens, absolutely with full title guarantee, all of such Assignor's right, title and interest in and to (i) the Owned Proprietary Rights (including any Business Intellectual Property), (ii) any trade secrets,

1

know-how, confidential or proprietary information, technical information and similar intangible property and any other intangible rights and properties, including goodwill of the Business, any Acquired Asset or Assumed Liability and (iii) any Actions for the benefit of, income, royalties, damages and payments accrued, due or payable as of the Closing or thereafter and any other intangible properties and rights relating to the Business, any Acquired Asset or Assumed Liability, except, in each case, excluding the Excluded Assets (the "Acquired Proprietary Rights").

- (b) Each Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, its Affiliates, successors and assigns, free and clear of any Liens (other than Permitted Liens), all of such Assignor's 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 associated with the Trademarks, and the registrations and applications 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 any Liens.
- (c) Each Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, its Affiliates, successors and assigns, free and clear of any Liens (other than Permitted Liens), all of such Assignor's right, title and interest in and to the Copyrights, including all registrations and applications therefor, as well as all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of any Liens. Each Assignor hereby waives any claim that such Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.
- (d) Each Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, its Affiliates, successors and assigns, free and clear of any Liens (other than Permitted Liens), all of such Assignor's right, title, and interest in and to the Patents, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, preparatory to obtaining Letters Patent of the United States of America ("Letters Patent") therefor, free and clear of all Liens, and each Assignor hereby requests the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to Assignee, as Assignee, for its interest and for the sole use and benefit of Assignee and its Affiliates, successors, assigns and legal representatives.
- (e) Each Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, free and clear of any Liens (other than Permitted Liens), all of such Assignor's right, title, and interest in and to any Patent or application or applications corresponding to said Patent or application, in whole or in part, including any provisional rights therein, in countries, territories or jurisdictions (other than the United States) in part, in and to any Letters Patent and similar protective rights granted on said foreign Patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes or regulations, and hereby request said foreign applications to be filed and issued in the name of Assignee, or its designee insofar as permitted by applicable Law, free and clear of all Liens (other than Permitted Liens).
- (f) Each Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, free and clear of all Liens (other than Permitted

Liens), all of such Assignor's right, title and interest in and to the Domain Names, free and clear of all Liens.

- (g) Each Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, free and clear of all Liens (other than Permitted Liens), all of such Assignor's right, title and interest in and to the Social Media Handles, free and clear of all Liens.
- 2. <u>Cooperation and Recordation</u>. Each Assignor hereby agrees to execute and deliver, and cause to be executed and delivered, any and all documents and instruments as Assignee or its respective Affiliates, successors or assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement. Each Assignor shall otherwise reasonably cooperate with Assignee, as Assignee's expense, in connection with the transfers contemplated by this Agreement. Each Assignor further agrees that in the event the records of such Assignor is required to establish priority of invention in any interference or similar proceeding in connection with any of the assigned Letters Patent or applications for Letters Patent, all such necessary records of such Assignor in Assignor's possession and not previously transferred to Assignee will be made available at no additional cost or expense to Assignee.
- 3. <u>Delivery of Tangible Items</u>. Each Assignor shall arrange, at the cost and expense of such Assignor, for prompt delivery of prosecution files, documents and other tangible embodiments of the Acquired Proprietary Rights, if any, that are in the possession or control of such Assignor or any of its Affiliates.
- 4. <u>Conflicting Terms</u>. This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement (including the representations, warranties, covenants, agreements and indemnities therein). This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any contradiction, conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement (to the extent of such conflict) shall control.

#### 5. **Miscellaneous**.

- (a) Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.
- (b) <u>Article X</u> (*General Provisions*) of the Asset Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.
- (c) This Agreement, the Asset Purchase Agreement (together with the Exhibits, Schedules and Annexes thereto and the Seller Disclosure Schedule) and the Ancillary Agreements constitute the entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior representations, warranties, agreements and undertakings, both written and oral, among the parties or between any of them, with respect to the subject matter hereof or thereof.

[Signatures follow on next page.]

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first written above.

### **ASSIGNORS**:

VERTICAL DISCOVERY HOLDINGS PTE. LTD.

By: D45878430B634B9... Name: Anil Kona

Title: Chief Executive Officer

VERTICAL DISCOVERY CORP.

Name: Anil Kona

Title: Chief Executive Officer

#### **ASSIGNEE:**

VERTICAL DISCOVERY HOLDINGS, LLC

By: \_

Name: Wendell Jisa

Title: President and Chief Executive Officer

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first written above.

VERTICAL LTD.	DISCOVERY	HOLDINGS 1	PTF
By:			
Name:			
Title:			
VERTICAL	DISCOVERY (	CORP.	
Ву:			
Name:			
Title:			
ASSIGNEE:			
VERTICAL	DISCOVERY I	HOLDINGS, LI	C
DocuSigned			
By: Windel Name: Wendel	l Jisa		
Name: Wend	ell Jisa		_
Title: Presid	ent and Chief Ex	ecutive Officer	

# Exhibit A Intellectual Property Assets

## **Trademarks**

Mark	SERIAL NO./ REGISTRATION NO./ JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	Status
LIGL	90/560,065 6,708,632 United States	03/04/2021 04/19/2022	Vertical Discovery Holdings Pte. Ltd.	Registered
LIGL	90/560,046 6,708,630 United States	03/04/2021 04/19/2022	Vertical Discovery Holdings Pte. Ltd.	Registered
	90/560,005 6,708,629 United States	03/04/2021 04/19/2022	Vertical Discovery Holdings Pte. Ltd.	Registered
LGL	90/559,987 6,708,628 United States	03/04/2021 04/19/2022	Vertical Discovery Holdings Pte. Ltd.	Registered
VERTICAL DISCOVERY	88/008,943 5,970,195 United States	06/21/2018 01/28/2020	Vertical Discovery Holdings Pte. Ltd.	Registered
	88/975,555 6,029,362 United States	06/21/2018 04/07/2020	Vertical Discovery Holdings Pte. Ltd.	Cancelled
	88/008,956 5,993,561 United States	06/21/2018 02/25/2020	Vertical Discovery Holdings Pte. Ltd.	Cancelled
SECUREBRIDGE	88/722,146 N/A United States	12/10/2019 N/A	Vertical Discovery Holdings Pte. Ltd.	Abandoned
SECUREBRIDGE	88/722,132 N/A United States	12/10/2019 N/A	Vertical Discovery Holdings Pte. Ltd.	Abandoned
TOTALHOLD	88/722,083 N/A United States	12/10/2019 N/A	Vertical Discovery Holdings Pte. Ltd.	Abandoned

Mark	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	Owner of Record	Status
TOTALHOLD	88/722,072 N/A United States	12/10/2019 N/A	Vertical Discovery Holdings Pte. Ltd.	Abandoned
MATTERMANAGE	88/721,800 N/A United States	12/10/2019 N/A	Vertical Discovery Holdings Pte. Ltd.	Abandoned
MATTERMANAGE	88/721,793 N/A United States	12/10/2019 N/A	Vertical Discovery Holdings Pte. Ltd.	Abandoned
AUTOMATE	88/721,677 N/A United States	12/10/2019 N/A	Vertical Discovery Holdings Pte. Ltd.	Abandoned
AUTOMATE	88/721,647 N/A United States	12/10/2019 N/A	Vertical Discovery Holdings Pte. Ltd.	Abandoned

# Copyrights

- LIGL SaaS Software
- Optimum Software

## **Patents**

Application Title	APPLICATION NO. / PATENT NO. /  JURISDICTION	FILING DATE /	OWNER OF RECORD	STATUS
METHOD AND APPARATUS FOR INTEGRATED E- DISCOVERY	17/069,797 N/A United States	10/13/2020 N/A	Vertical Discovery Holdings Pte Ltd	Pending
METHOD AND APPARATUS FOR INTEGRATED E- DISCOVERY	62/885,939 N/A United States	08/13/2019 N/A	Vertical Discovery Holdings Pte Ltd	Expired
METHOD AND APPARATUS FOR INTEGRATED E- DISCOVERY	PCT/US20/55435 N/A PCT	10/13/2020 N/A	Vertical Discovery Holdings Pte Ltd	Expired

### **Domain Names**

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
VERTICALEDISCOVERY.US	Vertical Discovery Data Sciences Pvt. Ltd.	GoDaddy.com, LLC	08/29/2025
VERTICALEDISCOVERY.COM	Vertical Discovery Data Sciences Pvt. Ltd.	GoDaddy.com, LLC	08/30/2025
VERTICALDISCOVERY.COM	Vertical Discovery Data Sciences Pvt. Ltd.	GoDaddy.com, LLC	04/15/2023
VERTICALDISCOVERY.US	Vertical Discovery Data Sciences Pvt. Ltd.	GoDaddy.com, LLC	02/04/2025
VERTICALDISCOVERY.NET	Vertical Discovery Data Sciences Pvt. Ltd.	GoDaddy.com, LLC	02/04/2025
MYOPTIMUM.COM	Vertical Discovery Corp	GoDaddy.com, LLC	10/10/2023
LIGL.IO	Vertical Discovery Corp	GoDaddy.com, LLC	12/23/2024
MYLIGL.IO	Vertical Discovery Corp	GoDaddy.com, LLC	12/25/2024
MYLIGL.COM	Vertical Discovery Corp	GoDaddy.com, LLC	01/29/2025
RUNLIGL.IO	Vertical Discovery Corp	GoDaddy.com, LLC	03/01/2025
RUNOPTIMUM.COM	Vertical Discovery Corp	GoDaddy.com, LLC	02/10/2026

# Social Media Accounts

Handle / Page	PLATFORM	OWNER OF RECORD	ESTABLISHMENT DATE
https://www.facebook.com/people/LIGL/100066320030823/	Facebook	N/A	04/09/2021
@ligl_io	Twitter	N/A	10/2017
https://www.linkedin.com/company/ligl/	LinkedIn	N/A	N/A
https://www.youtube.com/channel/UC4sE2-Va3Yd1bPnr-OSjOwA	YouTube	N/A	01/28/2021

TRADEMARK REEL: 008022 FRAME: 0916

**RECORDED: 03/29/2023**