

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seva Inc.		06/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bloomfire, Inc.		
Street Address:	1717 W 6th St, Ste 215		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78703		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5509089	TALLA	
Serial Number:	87625785	BOTCOIN	
Serial Number:	87625784	BOTCHAIN	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4045047656		
Email:	aklein@mmmlaw.com		
Correspondent Name:	Ashley N. Klein		
Address Line 1:	1600 Atlanta Financial Center		
Address Line 2:	3343 Peachtree Rd. NE		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	38433-157004		
NAME OF SUBMITTER:	Ashley N. Klein		
SIGNATURE:	/Ashley N. Klein/		
DATE SIGNED:	08/09/2023		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into this 29th day of June, 2023, and is made by Seva, Inc., a Delaware corporation (“Assignor”), in favor of Bloomfire, Inc., a Delaware corporation (“Assignee”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), by and among Assignor, Assignee and the Indemnifying Stockholders named therein. 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, Assignor has agreed to contribute, and Assignee has agreed to accept the contribution of, the Purchased Assets, including, but not limited to, the trademarks and trade names on Schedule A attached hereto (the “Trademarks”), the copyrights on Schedule B attached hereto (the “Copyrights”), the patents on Schedule C attached hereto (the “Patents”), and the domain names on Schedule D attached hereto (the “Domain Names”, and together with the Trademarks, the Copyrights and the Patents, collectively the “Intellectual Property Assets”); and

WHEREAS, Assignor and Assignee desire that the assignment of said rights in the Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the assignment of said rights in the Copyrights be made of record in the United States Copyright Office (where applicable), and the applicable state trademark, patent and copyright offices (where applicable), all foreign trademark, patent and copyright 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, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, all of Assignor’s right, title and interest in and to all of Assignor’s Trademarks, Copyrights, Patents, Domain Names and the Company Proprietary Rights, including the following assignments:

(a) Assignor hereby assigns, transfers and delivers to 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 Business symbolized by the Trademarks, and the registrations and application therefor (where applicable), 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) Assignor hereby assigns, transfers and delivers to Assignee, all right, title and interest in and to the Patents, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Patents, and the registrations and applications therefor (where applicable), including all rights to damages and profits, due or accrued, arising out of past

infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) Assignor hereby assigns, transfers and delivers to Assignee, all right, title and interest in and to the Copyrights, including state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Copyrights, and the registrations and applications therefor (where applicable), 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 all liens, claims, security interests and other encumbrances.

(d) Assignor hereby assigns to Assignee all right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Intellectual Property Assets, and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee or its respective successors and / 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, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic Laws of 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) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Any action, suit or other Proceeding, at law or in equity, arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall only be brought in the state and federal court in the State of Delaware.

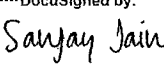
4. Delivery of Tangible Items. Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in the possession or control of Assignor.

[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:

SEVA INC.

DocuSigned by:
By: 
Name: Sanjay Jain
Title: President & CEO

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:

BLOOMFIRE, INC.

DocuSigned by:
Benjamin Little
By: _____
Name: Benjamin D. Little
Title: Chief Executive Officer

SCHEDULE A

Trademarks & Trademark Applications:

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
TALLA	87/136,767 5,509,089 US	08/12/2016 07/03/2018	Talla Inc. with security interest held by Silicon Valley Bank	Registered
BOTCOIN	87/625,785 N/A US	09/28/2017 N/A	Talla Inc.	Abandoned Application
BOTCHAIN	87/625,784 N/A	09/28/2017 N/A	Talla Inc.	Abandoned Application
	N/A N/A US	N/A N/A	N/A	Unregistered
	N/A N/A US	N/A N/A	N/A	Unregistered
SEVA	N/A N/A US	N/A N/A	N/A	Unregistered
	N/A N/A US	N/A N/A	N/A	Unregistered
	N/A N/A US	N/A N/A	N/A	Unregistered

SCHEDULE B

Copyrights:

None.

SCHEDULE C

Patents & Patent Applications:

Title	Appl. No. / Pat. No. / Jurisdiction	Filing Date / Issue Date	owner of record	Status
System, apparatus, and methods for platform-agnostic message processing	62/406,846 N/A US	10/11/2016 N/A	Talla Inc.	Expired provisional application
System, apparatus, and methods for platform-agnostic message processing	PCT/US2017/056220 N/A International	10/11/2017 N/A	Talla Inc.	Expired PCT application
System, apparatus, and methods for platform-agnostic message processing	10,904,200 16/380,556 US	04/10/2019 01/26/2021	Talla Inc. with security interest held by Silicon Valley Bank	Issued patent
Systems, apparatus, and methods for platform-agnostic workflow management	62/415,352 N/A US	10/31/2016 N/A	Talla Inc.	Expired provisional application
Systems, apparatus, and methods for platform-agnostic workflow management	62/415,352 N/A US	10/31/2016 N/A	Talla Inc.	Expired provisional application
State machine methods and apparatus comprising work unit transitions that execute actions relating to natural language communication, and artificial intelligence agents to monitor state machine status and generate events to trigger state machine transitions	PCT/US2017/059408 N/A International	10/31/2017 N/A	Talla Inc.	Expired PCT application
State machine methods and apparatus comprising work unit transitions that execute actions relating to natural language communication, and artificial intelligence agents to monitor state machine status and generate events to trigger state machine transitions	16/399,586 N/A US	04/30/2019 US	Talla Inc. with security interest held by Silicon Valley Bank	Abandoned application
Method, apparatus and system for representing job candidate information as real-valued vectors, and processing such vectors to match candidates to	62/334,978 N/A US	05/11/2016 N/A	Talla Inc.	Expired provisional application

jobs, facilitate candidate selection, and generate predictions and inferences about candidates				
System, apparatus, and methods for platform-agnostic knowledge-based question-and-answer routing	62/448,789 N/A US	01/20/2017 N/A	Talla Inc.	Expired provisional application

Service Marks & Service Mark Applications:

- **None.**

Tradenames; Unregistered trademarks:

- **Seva**

SCHEDULE D

Internet Domains:

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
WWW.HISEVA.COM	Private	Google LLC	05/31/2025
WWW.TALLA.COM	Private	NameCheap Inc.	06/16/2024
www.hiseva.net (for testing only)			
www.talla.io (for testing only)			
www.avesih.com (for testing only)			
www.aiatworkpodcast.com (legacy Talla domain, unused)			
www.botchain.network (legacy Talla domain, unused)			
Enterprisebotalliance.com (legacy Talla domain, unused)			
Marchmadnessslackbot.com (legacy Talla domain, unused)			
Tallabase.com (legacy Talla domain, unused)			
Tallanted.com (legacy Talla domain, unused)			

Company Software:

- Talla Software-as-a-Service platform.

- Seva Software-as-a-Service platform.

Social Media Assets:

ACCOUNT / HANDLE	PLATFORM	ESTABLISHMENT DATE
@TALLINC	Twitter	August 2015
HTTPS://WWW.FACEBOOK.COM/TALLAINC	Facebook	Unknown
HTTPS://WWW.LINKEDIN.COM/COMPANY/TALLA/	LinkedIn	Unknown
HTTPS://MEDIUM.COM/TALLA-INC	Medium	Unknown
@HISEVANYC	Twitter	May 2018
HTTPS://WWW.FACEBOOK.COM/HISEVANYC/	Facebook	Unknown
HTTPS://WWW.LINKEDIN.COM/COMPANY/HISEVA/	LinkedIn	Unknown