

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831811

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lumenvox Corporation | | 08/01/2023 | Corporation: DELAWARE |
| Lumenvox LLC | | 08/01/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AI Software, LLC | | |
| Street Address: | 6665 Delmar Blvd. | | |
| Internal Address: | Suite 300 | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63130 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5793038 | LUMENVOX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 312-602-5000 | | |
| Email: | bcipdocketing@bclplaw.com | | |
| Correspondent Name: | Mark A. Paskar | | |
| Address Line 1: | 211 N. Broadway | | |
| Address Line 2: | Suite 3600 | | |
| Address Line 4: | St. Louis, MISSOURI 63102 | | |
| ATTORNEY DOCKET NUMBER: | 1089173.000009 | | |
| NAME OF SUBMITTER: | Mark A. Paskar | | |
| SIGNATURE: | /Mark A Paskar/ | | |
| DATE SIGNED: | 08/14/2023 | | |
| Total Attachments: 5 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (“**Agreement**”) is made and entered into as of the 1st day of August, 2023, by and between Lumenvox, LLC, a California limited liability company with an address at 591 Camino de la Reina, Suite 1040, San Diego, California 92108, and Lumenvox Corporation, a Delaware corporation with an address at 591 Camino de la Reina, Suite 1040, San Diego, California 92108 (together, “**Assignors**”) on the one hand, and AI Software, LLC, a Delaware limited liability company with an address at 6665 Delmar Blvd., Suite 300, St. Louis, Missouri 63130 (“**Assignee**”) on the other hand. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in that certain Asset Purchase Agreement, dated as of the date hereof, by and among, Assignors and Assignee (the “**Purchase Agreement**”).

RECITALS

WHEREAS, Assignors and Assignee are, inter alia, parties to the Purchase Agreement; and

WHEREAS, this Agreement is made and delivered pursuant to, inter alia, Section 1.6(n) of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment and Assumption**. Assignors hereby sell, assign, convey and transfer to Assignee, and Assignee hereby purchases, acquires and accepts from Assignors, all worldwide right, title and interest in, to and under the trademark and/or service mark registrations and applications identified on Exhibit A, including any and all goodwill associated therewith, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which these marks pertain; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the marks (collectively, the “**Trademarks**”).

2. **Authorization**. Assignors hereby authorize the Commissioner of Patents and Trademarks (and the equivalent authority in foreign patent offices) to record this Agreement and transfer the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. **Governing Agreement**. This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Purchase Agreement, the conflicting term or provision of the Purchase Agreement shall govern and control to the extent of such conflict. Nothing contained in this Agreement shall alter, extend, diminish or amplify any

of the representations, warranties, covenants or obligations of any Party contained in the Purchase Agreement or the survival thereof.

4. **Amendments**. This Agreement may not be amended or modified except by an instrument in writing signed by Assignors and Assignee.

5. **Further Assurances**. From and after the date hereof but subject to the terms and conditions hereof, Assignors shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.

6. **Governing Law**. All matters relating to the interpretation, construction, validity and enforcement of 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 laws of any jurisdiction other than the State of Delaware.

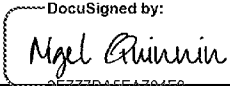
7. **Counterparts**. This Agreement may be executed in two (2) original, facsimile or electronic counterparts, each of which will be deemed an original, both of which when taken together will constitute one and the same instrument. This Agreement may be executed by facsimile or electronic (.pdf) signatures and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR

LUMENVOX, LLC

By:  _____
2E777D45EA704F8...

Name: Nigel Quinnin

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR

LUMENVOX CORPORATION

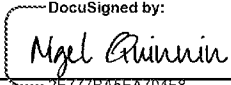
By:  _____
Name: Nigel Quinnin
Title: Chief Executive Officer

EXHIBIT A

Trademark Registrations and Applications

1. Lumenvox