

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TACT.AI Technologies, Inc.		10/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Excalibur AcquisitionCo, LLC		
Street Address:	207 Powell Street, 8th Floor		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4685095	TACT	
Registration Number:	5888133	TACT.AI	
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<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:	8655647652		
Email:	mward@bradley.com		
Correspondent Name:	Mary Ward		
Address Line 1:	2095 Lakeside Centre Way Suite 110		
Address Line 4:	Knoxville, TENNESSEE 37922		
NAME OF SUBMITTER:	Mary Ward		
SIGNATURE:	/Mary Ward/		
DATE SIGNED:	11/08/2023		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of October 30, 2023, is made by and between, one the one hand, Tact.ai Technologies, Inc., a Delaware corporation, having an address at 1220 Magdalena Court, Los Altos, CA 94024, USA (“**Assignor**”), and Excalibur AcquisitionCo, LLC, a Delaware limited liability company, having an address at 207 Powell Street, 8th Floor, San Francisco, CA 94102, USA (“**Assignee**”), each individually referred to as a “**Party**” and together as “**Parties**.” Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Foreclosure Agreement (as defined below).

RECITALS

WHEREAS, Assignor has agreed pursuant to that certain Strict Foreclosure Agreement, effective as of the date hereof, by and between Assignor as Debtor and Aktana, Inc. as Lender (the “**Foreclosure Agreement**”), and for good and valid considerations set forth therein, to assign the intellectual property rights identified herein to Assignee;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s worldwide right, title, and interest in and to the following (the “**Assigned IP**”):

(a) The patents, patent applications, and all nonprovisionals, issuances, divisionals, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, or claiming priority thereto, including any and all foreign counterparts, as identified in **Exhibit A** (the “**Patents**”);

(b) The trademarks, service marks, trade names, and all US, foreign, or international applications and registrations for the same together with all goodwill related thereto, as identified in **Exhibit B** (the “**Trademarks**”);

(c) The domain names together with all goodwill related thereto as identified in **Exhibit C** (the “**Domain Names**”);

(d) all rights of any kind whatsoever of Assignor accruing under any of the Patents, Trademarks and Domain Names provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) 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

(f) 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. Assignor hereby authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 IP to Assignee, or any assignee or successor thereto.

3. Full Title. Assignor represents and warrants that it owns, and has not assigned, transferred, licensed, or encumbered, the Assigned IP, and that it transfers the full, complete, and unencumbered title thereto.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP 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 IP 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 IP 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures follow]

IN WITNESS WHEREOF, Assignee and Assignor have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

TACT.AI TECHNOLOGIES, INC.

By: *Chuck Ganapathi*

Name: Chuck Ganapathi

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignee and Assignor have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNEE:

EXCALIBUR ACQUISITIONCO, LLC

By: John Vitalie

Name: John Vitalie

Title: Authorized Signatory

**EXHIBIT A
PATENTS**

Registered Patents:

COUNTRY NAME	TITLE	SUB-TYPE DESCRIPTION	SERIAL #	FILING DATE	PRIORITY DATE	PRIORITY APPLICATION NUMBER	ALLOWED DATE	PATENT NUMBER	GRANT DATE	STATUS
United States of America	Database Sharding by Shard Levels	NPRREG (Patent)	14/209,934	3/13/2014	3/15/2013	61/789,922	5/6/2016	9,424,330	8/23/2016	Issued
United States of America	Storing and Processing Data Organized as Flexible Records	NPRREG (Patent)	14/209,896	3/13/2014	3/15/2013	61/789,413	5/20/2016	9,449,061	9/20/2016	Issued
United States of America	Storing and Processing Data Organized as Flexible Records	CON (Patent)	15/239,620	8/17/2016	3/15/2013	61/789,413	5/23/2017	9,767,126	9/19/2017	Issued
United States of America	Dynamic Construction and Management of Task Pipelines	NPRREG (Patent)	14/209,900	3/13/2014	3/15/2013	61/789,504	12/6/2017	9,952,898	4/24/2018	Issued
United States of America	Providing Data Aggregated from Various Sources to a Client Application	NPRREG (Patent)	14/209,872	3/13/2014	3/15/2013	61/789,277	8/1/2018	10,133,801	11/20/2018	Issued
United States of America	Merging Data Edits	CON (Patent)	16/239,167	1/3/2019	4/13/2015	62/146,861	9/18/2020	10,901,981	1/26/2021	Issued

	with Interfering Edits for Data Concurrency																		
United States of America	Renote Realtime Interactive Network Conferencing	NPRRG (Patent)	17/730,194	4/27/2022	3/15/2022	202241014031													Pending
PCT	Renote Realtime Interactive Network Conferencing	ORG (Patent)	PCT/US2023/015 055	3/13/2023	3/15/2022	202241014031													Pending
United States of America	Merging Data Edits with Interfering Edits for Data Concurrency	NPRRG (Patent)	15/092,603	4/6/2016	4/13/2015	62/146,861	10/1/2018	10,198,468	2/5/2019										Closed
United States of America	Providing Data Aggregated from Various Sources to a Client Application	ORG (Patent)	61/789,277	3/15/2013															Closed
United States of America	Storing and Processing Data Organized as Flexible Records	ORG (Patent)	61/789,413	3/15/2013															Closed
United States of America	Dynamic Construction and Management of Task Pipelines	ORG (Patent)	61/789,504	3/15/2013															Closed

COUNTRY NAME	TITLE	SUBTYPE DESCRIPTION	SERIAL #	FILED DATE	PRIORITY DATE	PRIORITY APPLICATION NUMBER	ALLOWED DATE	PATENT NUMBER	GRAN T DATE	STATUS
United States of America	Database Sharding by Shard Levels	ORG (Patent)	61/789,922	3/15/2013						Closed
United States of America	Merging Data Edits with Intervening Edits for Data Concurrency	ORG (Patent)	62/146,861	4/13/2015						Closed
India	Remote Realtime Interactive Content Sharing	ORG (Patent)	202241014031	3/15/2022						Closed

**EXHIBIT B
TRADEMARKS**

Registered Trademarks:

Trademark	Country	Class(es)	App Date	App #	Reg Date	Reg #	Sub-Status
TACT	United States	9	07/12/2012	85675840	02/10/2015	4685095	Active
TACT.AI	United States	9	04/23/2018	87889534	10/22/2019	5888133	Active
TACT	EUTM	9, 35, 42	07/12/2013	011980406	01/28/2014	011980406	Renewed
TACT.AI	EUTM	9	10/03/2018	017965004	03/16/2019	017965004	Active
TACT.AI	United Kingdom	9	10/03/2018	UK00917965004	03/16/2019	UK00917965004	Active
TACT	United Kingdom	9, 35, 42	07/12/2013	UK00911980406	01/28/2014	UK00911980406	Renewed

EXHIBIT C
DOMAIN NAMES

Domain Names:

email.events
file.events
gettact.com
heart-sciences.com
thread.id
tactapp.net
hey tact.com
tact.ai
tact.app
tactapp.com
tactportal.com
tactile.co
tactile.com
tactile.llc
hellotact.com
tact.bot
tact.company
tact.email
tact.events
tact.llc
tact.name
tactapp.org
tactcrm.com