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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM856151

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Twilio Inc.		06/01/2023	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	KORE Wireless Group, Inc.	
Street Address:	B Ravinia Drive	
Internal Address:	Floor 5	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30346	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4467154	
Registration Number:	4471623	ELECTRIC IMP
Registration Number:	6020713	SUPER SIM
Registration Number:	6020714	SUPER SIM

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: amurphy@mmmlaw.com

Correspondent Name: AJ Murphy

Address Line 1: 3343 Peachtree Rd. NE
Address Line 2: 1600 Atlanta Financial Center
Address Line 4: Atlanta, GEORGIA 30326

ATTORNEY DOCKET NUMBER:	34540-161038
NAME OF SUBMITTER:	AJ Murphy
SIGNATURE:	/AJ Murphy/

**DATE SIGNED:** 11/27/2023

**Total Attachments: 4** 

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#### **Trademark Assignment Agreement**

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement") is effective as of June 1, 2023 ("Closing Date") made between Twilio Inc., a Delaware corporation ("Assignor"), and KORE Wireless Group, Inc., a corporation incorporated under the Laws of Delaware ("Assignee").

WHEREAS, pursuant to the Intellectual Property Matters Agreement dated as of March 26, 2023 between Assignor and Assignee (the "*IPMA*"), Assignor agreed to assign or cause to be assigned to Assignee all of Assignor's right, title and interest in and to certain Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, and agreements contained in the IPMA, and for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Capitalized terms used in this Agreement which are not otherwise defined herein will have the meanings set forth in the IPMA.

- 1. On the terms and subject to the conditions set forth herein, and in the IPMA, Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby acquires from Assignor, on a worldwide basis, all of its right, title and interest, as of the Closing Date, in and to (i) the Trademarks listed on <u>Schedule A</u> hereto (including those that are registered, those that are pending registration and all applications) (the "Assigned Trademarks"), together with the associated goodwill in the Assigned Trademarks and in the business, products, and services symbolized by the Assigned Trademarks, (ii) all rights in the foregoing provided by international treaties or conventions, (iii) all income, royalties or payments due or payable with respect to the foregoing and (iv) any and all causes of action and rights of recovery for past, present and future infringement or misappropriation of any of the Assigned Trademarks.
- 2. From and after the Closing Date, upon Assignee's request and at Assignee's sole cost and expense, Assignor shall (and shall cause its Subsidiaries to) cooperate with and use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary, proper or advisable on such Assignor's part under applicable law to effect and validate the assignment of the Assigned Trademarks to Assignee.
- 3. The parties hereby authorize the relevant authority at the United States Patent and Trademark Office, or any foreign equivalent thereto, to record this Agreement. Assignee agrees that it is Assignee's responsibility to record this Agreement.
- 4. This Agreement, together with the IPMA, contains the entire agreement between the parties with respect to the subject matters hereof and thereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. In the event of any conflict between this Agreement and the IPMA, the terms of the IPMA will govern.
- 5. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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TRADEMARK REEL: 008269 FRAME: 0216 IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the Closing Date.

TWILIO INC.

DocuSigned by:

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Name: Khozema Shipchandler

Title: President, Twilio Communications

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the Closing Date.

TWILIO INC.

Title: Chief Executive Officer

By:
Name:
Title:
KORE WIRELESS GROUP, INC.
DocuSigned by:
By: Romil Ball
Name: Romil Bahl

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

## **SCHEDULE A**

# **Assigned Marks**

Mark	JX	App. No	App. Date	Reg. No	Reg. Date
ELECTRIC IMP	EUTM	011257102	11 <b>-</b> Oct-12	011257102	8-May-13
Electric Imp Logo	EUTM	011257193	11-Oct-12	011257193	8-May-13
ELECTRIC IMP	United Kingdom	UK00911257102	11-Oct-12	UK00911257102	8-May-13
Electric Imp Logo	United Kingdom	UK00911257193	11-Oct-12	UK00911257193	8-May-13
ELECTRIC IMP	Australia	1519731	12 <b>-O</b> ct-12	1519731	14-Mar-13
Electric Imp Logo	Australia	1519738	12-Oct-12	1519738	14-Mar-13
Electric Imp Logo	United States	85/626123	15-May-12	4467154	14-Jan-14
ELECTRIC IMP	United States	85/617121	4-May-12	4471623	21-Jan-14
SUPER SIM	United States	88/175665	31-Oct-18	6020714	24-Mar-20
SUPER SIM	United States	88/175663	31-Oct-18	6020713	24-Mar-20
ELECTRIC IMP	China	19930530	16-May-16	19930530	28-Jun-17
ELECTRIC IMP	China	19930529	12-May-16	19930529	28-Jun-17
ELECTRIC IMP	China	19930528	12-May-16	19930528	28-Jun-17
ELECTRIC IMP	China	19930527	12-May-16	19930527	28-Jun-17

**RECORDED: 11/27/2023** 

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