

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI48343

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900827097		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mainline Horizons LLC		11/17/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Mainline Information Systems, LLC		
<b>Street Address:</b>	1700 Summit Lake Drive		
<b>City:</b>	Tallahassee		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32317		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6054777	MAINLINE RTP	
<b>Registration Number:</b>	6054776	MAINLINE RTP	
<b>Serial Number:</b>	97908666	AXCELINNO	
<b>Serial Number:</b>	97910098	AXCELINNO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8502195190		
<b>Email:</b>	nancy.pinzino@mainline.com,brian.showman@mainline.com		
<b>Correspondent Name:</b>	Nancy Pinzino		
<b>Address Line 1:</b>	1700 Summit Lake Drive		
<b>Address Line 4:</b>	Tallahassee, FLORIDA 32317		
<b>NAME OF SUBMITTER:</b>	Nancy Pinzino		
<b>SIGNATURE:</b>	Nancy Pinzino		
<b>DATE SIGNED:</b>	02/23/2024		
<b>Total Attachments: 5</b>			
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## **DISTRIBUTION AGREEMENT**

This Distribution Agreement (this “Agreement”) is made and entered into as of November 17, 2023, by and among Mainline Horizons LLC, a Florida limited liability company (“Horizons”), Mainline Information Systems, LLC, a Delaware limited liability company (“Mainline Information Systems”), and MLine Global Systems, Inc., a Delaware corporation (“MLine”).

### **BACKGROUND**

Reference is made to that certain Equity Purchase Agreement, dated as of November 1, 2023, by and among MIS Acquisition, LLC, a Delaware limited liability company, Mainline Information Systems (formerly known as Mainline Information Systems, Inc., a Florida corporation), MLine, and Richard S. Kearney, (the “Equity Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Equity Purchase Agreement.

Horizons owns 2.5% of the issued and outstanding equity interests of Axcelinno India Private Limited, an Indian private limited company (the “Axcelinno India Minority Interests”).

Horizons owns all of the issued and outstanding equity interests of Mainline Axcelinno, LLC, a Florida limited liability company (the “Axcelinno USA Interests”), and all of the issued and outstanding equity interests of Mainline RTP, LLC, a Delaware limited liability company (the “RTP Interests” and collectively with the Axcelinno India Minority Interests and the Axcelinno USA Interests, the “Subsidiary Interests”).

Mainline Information Systems owns all of the issued and outstanding equity interests of Horizons (the “Horizons Interests”). MLine owns all of the issued and outstanding equity interests of Mainline Information Systems.

Pursuant to Section 1.1(b) of the Equity Purchase Agreement, all of the Subsidiary Interests are to be distributed to Mainline Information Systems and all of the equity interests of Horizons are to be distributed to MLine.

Horizons desires to distribute the Subsidiary Interests to Mainline Information Systems, and immediately following such distribution, Mainline Information Systems desires to distribute the Horizons Interests to MLine, in each case, in accordance with the terms set forth in this Agreement and the Equity Purchase Agreement (the “Pre-Closing Distributions”).

Upon completion of the Pre-Closing Distributions under this Agreement, Mainline Information Systems will own the Subsidiary Interests and MLine will own the Horizons Interests.

Based on the foregoing, and in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Subsidiary Interests Distribution. Horizons hereby distributes all of Horizons’ right, title, and interest in and to the Subsidiary Interests to Mainline Information Systems, and Mainline Information Systems hereby accepts the Subsidiary Interests. Notwithstanding anything to the contrary contained herein, the parties hereby acknowledge and agree that no further action is required to make the contributions described in this Section 1

effective as of the date hereof; provided, however, the parties hereby acknowledge and agree that immediately following the execution of this Agreement, they shall execute a duly stamped securities transfer form (in Form SH-4) as required under Indian company law (the “Form SH-4”) to make the contribution of the Axcelinno India Minority Interests described in this Section 1 effective as of the date hereof.

Section 2. Horizons Interests Distribution. Immediately following and after giving effect to the distribution in Section 1, Mainline Information Systems hereby distributes all of Mainline Information Systems’ right, title and interest in and to the Horizons Interests to MLine, and MLine hereby accepts the Horizons Interests. Notwithstanding anything to the contrary contained herein, the parties hereby acknowledge and agree that no further action is required to make the contributions described in this Section 2 effective as of the date hereof.

Section 3. Binding Effect. This Agreement shall be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

Section 4. Captions. The Section headings contained in this Agreement are inserted in this Agreement only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement.

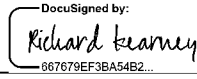
Section 5. Controlling Law; Amendment. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to its choice of law rules. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

Section 6. Further Assurances. The parties hereto agree, each at their own expense, to perform all such further acts and execute and deliver all such further agreements, instruments and other documents (including, without limitation, the Form SH-4) as the other parties shall reasonably request to evidence more effectively the distributions under this Agreement.

Section 7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement effective as of the date and year first above written.

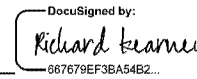
**MAINLINE HORIZONS LLC**

By:  \_\_\_\_\_  
Name: Richard S. Kearney  
Title: President

**MAINLINE INFORMATION SYSTEMS, LLC:**

By: \_\_\_\_\_  
Name: Joseph P. Elebash  
Title: Secretary/Treasurer

**MLINE GLOBAL SYSTEMS, INC.:**

By:  \_\_\_\_\_  
Name: Richard S. Kearney  
Title: President

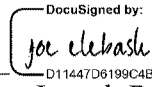
[Signature Page to Distribution Agreement]

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement effective as of the date and year first above written.

**MAINLINE HORIZONS LLC**

By: \_\_\_\_\_  
Name: Richard S. Kearney  
Title: President

**MAINLINE INFORMATION SYSTEMS, LLC:**

By:  \_\_\_\_\_  
Name: Joseph P. Elebash  
Title: Secretary/Treasurer

**MLINE GLOBAL SYSTEMS, INC.:**

By: \_\_\_\_\_  
Name: Richard S. Kearney  
Title: President

[Signature Page to Distribution Agreement]