TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Assignment ID: TMI62536

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Transfer Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mobius Institute Pty Ltd		02/23/2024	Other: AUSTRALIA

RECEIVING PARTY DATA

Company Name:	MINA Training and Certification, Inc.
Street Address:	c/o National Registered Agents, Inc.
Internal Address:	711 Capitol Way S, Ste 204
City:	Olympia
State/Country:	WASHINGTON
Postal Code:	98501
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	6584594	C COMMUNITY CONNECT SOLVING + LEARNING + SHARING : LOCALLY
Registration Number:	6140215	ASSET RELIABILITY TRANSFORMATION
Registration Number:	6098143	ASSET RELIABILITY PRACTITIONER
Registration Number:	6096082	C MOBIUS CONNECT
Registration Number:	5860757	С
Registration Number:	5928437	RELIABILITY CONNECT
Registration Number:	5855539	CBM CONNECT

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.

Phone: 7205664213

trademarks@cooley.com,landrepont@cooley.com Email:

Correspondent Name: Ms. Tessa W. Bell

Address Line 1: Cooley LLP

Address Line 2: 1299 Pennsylvania Avenue, NW, Suite 700 Washington, DISTRICT OF COLUMBIA 20004 Address Line 4:

ATTORNEY DOCKET NUMBER:	021045-1238
NAME OF SUBMITTER:	LEANNE ANDREPONT
SIGNATURE:	LEANNE ANDREPONT
DATE SIGNED:	02/29/2024
Total Attachments: 19	•
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement (this "Agreement"), is entered into and effective as of February 23, 2024 (the "Effective Date"), by and between (i) Mobius Institute Pty Ltd (ACN 083 175 124), 1525 Frankston-Flinders Road, Tyabb VIC 3913, an Australian proprietary company (the "Transferor"), and (ii) MINA Training and Certification, Inc., c/o National Registered Agents, Inc. 711 Capitol Way S, Ste 204, Olympia, WA 98501-1267, United States, a Washington corporation ("Transferee"), each a "Party" and collectively the "Parties."

WHEREAS, Transferor owns all of the Transferred Intellectual Property (as defined below);

WHEREAS, pursuant to that certain Share Purchase Deed, dated as of February 9, 2024, among Industrial Training Services Bidco Pty Ltd, an Australian proprietary company ("Australian Bidco"), and the parties set forth in Schedule 1 thereto, Australian Bidco acquired all of the issued and outstanding shares of Transferor and Mobius Institute Board of Certification Pty. Ltd., an Australian proprietary company on the Effective Date (collectively, the "Acquisition");

WHEREAS, immediately following the Acquisition, Transferor and Asset Reliability BidCo, Inc., a Delaware corporation and direct parent of Australian Bidco ("*Bidco*"), entered into that certain Intercompany Share Purchase Agreement, dated as of the date hereof, pursuant to which Bidco purchased all of the issued and outstanding shares of Transferee (collectively, the "*Share Purchase*");

WHEREAS, immediately following the Share Purchase and pursuant to the terms and conditions of this Agreement, the Transferor agrees to transfer the Transferred Intellectual Property to Transferee and Transferee desires to accept such Transferred Intellectual Property; and

WHEREAS, Transferor and Transferee intend for the transfer of the Transferred Intellectual Property to be for market value and/or arm's length consideration, and the market value and/or arm's length consideration payable for the Transferred Intellectual Property has not been determined as of the Effective Date.

Now, THEREFORE, pursuant to the terms and conditions hereof, the Parties agree as follows:

1. TRANSFER AND GRANT; PURCHASE PRICE

With effect on the Effective Date, the Transferor hereby assigns, conveys, and transfers to (a) Transferee, and Transferee hereby accepts such assignment, conveyance, and transfer of, the Transferor's entire right, title, and interest in and to all Intellectual Property (as defined below) owned or held by Transferor (collectively, the "Transferred Intellectual Property"), together with any right to take proceedings or sue for and recover damages, lost profits, and relief for, any and all past, present, and future infringement, misappropriation, and/or violation of any rights in any of the Transferred Intellectual Property. For purposes of this Agreement, "Intellectual Property" means any and all proprietary and intellectual property rights, under the law of any jurisdiction, including statutory or common law rights or rights conferred under equity, whether acquired, authored, invented, discovered, created, generated or otherwise developed, whether existing now or at any time in the future, and whether registered or registrable, and including: (i) utility models, supplementary protection certificates, statutory invention registrations, inventions (including patents), and extensions, divisions, continuations, continuations-in-part, reexaminations, and reissues thereof; (ii) copyrights (including source code), other rights in works of authorship and registrations; (iii) rights in trade secrets and know-how, including designs, concepts, formulae, databases, compilations of information, methods, techniques, procedures, processes, whether or

not patentable or copyrightable; (iv) trademarks, logos and design marks, service marks, business names, brand names, trade names or domain names; (v) circuit layouts; and (vi) all applications and rights to apply for or renew the registration of such rights.

- (b) The Transferor shall take such further steps and enter into such additional documentation, including instruments of assignment and transfer, as Transferee may reasonably request to give full effect to the transfer of the Transferred Intellectual Property contemplated hereby. The Transferor and Transferee must promptly take all steps reasonably required to have the assignment and transfer of each item of the Transferred Intellectual Property recorded on the applicable register of each applicable jurisdiction.
- (c) In consideration of the assignment, conveyance and transfer of the Transferred Intellectual Property to Transferee and Transferor's other covenants and obligations hereunder, upon the terms and subject to the conditions hereof, on the Effective Date, Transferee agrees to pay, or cause to be paid, by transfer of immediately available funds to an account of Transferor (or its designee) or other means approved by Transferor (which means may include a direction of payments to Transferor's designee or offsetting amounts owed between Transferee, Transferor or their respective designees) on the date hereof, \$500,000 (the "Estimated Purchase Price").
- Within 180 days following the Effective Date, Transferee shall prepare and deliver to Transferor a written statement (the "Post-Closing Statement"), which shall set forth Transferee's good faith calculation of the market value of the Transferred Intellectual Property as of the Effective Date (the "Purchase Price"), which Purchase Price may be determined in Transferee's sole discretion using an independent third-party valuation and/or transfer pricing analysis. Following the delivery of the Post-Closing Statement, (i) if the Purchase Price exceeds the Estimated Purchase Price, Transferee shall pay, or cause to be paid, by transfer of immediately available funds to an account of Transferor (or its designee) or other means approved by Transferor (which means may include a direction of payments to Transferor's designee or offsetting amounts owed between Transferee, Transferor or their respective designees), an amount equal to the Purchase Price (as finally determined pursuant to this Section 1(d)) minus the Estimated Purchase Price, and (ii) if the Estimated Purchase Price exceeds the Purchase Price, Transferor shall refund, or cause to be refunded, by transfer of immediately available funds to an account of Transferee (or its designee) or other means approved by Transferee (which means may include a direction of payments to Transferee's designee or offsetting amounts owed between Transferee, Transferor or their respective designees), an amount equal to the Estimated Purchase Price minus the Purchase Price (as finally determined pursuant to this Section 1(d)). Transferee and Transferor acknowledge and agree that any amounts paid or refunded pursuant to this Section 1(d) will be an adjustment to the Estimated Purchase Price paid on the Effective Date.

2. MISCELLANEOUS

- (a) <u>Duty</u>. As between the parties the Transferee is liable for and must pay all taxes and stamp or other duties, other than income, company or capital gains tax, on or relating to this Agreement, any document executed under it or any dutiable transaction evidenced or effected by it ("*Duty*"). If a party other than the Transferee pays any Duty on or relating to this Agreement, any document executed under it or any dutiable transaction evidenced or effected by it, the Transferee must pay that amount to the paying party on demand.
- (b) <u>Amendments; Waiver</u>. The written provisions contained in this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and constitute the sole and entire agreement made between the Parties concerning the Transferred Intellectual Property and supersedes and cancels all prior and contemporaneous negotiations, representations, understandings or agreements, whether written or oral. Any modifications of this Agreement shall not be valid unless made in writing and

2

signed by both Parties. The waiver by either Party of any provision of this Agreement (or breach thereof) by the other Party shall not operate or be construed as a waiver of any other provision or subsequent breach of such provision by that Party.

- (c) <u>Interpretation</u>. Each Party acknowledges that in executing this Agreement it has relied solely on its own judgment, belief, and knowledge, and such advice as it may have received from its own counsel, and it has not been influenced by any representation or statements made by the other Party or its counsel. No provision in this Agreement is to be interpreted for or against any Party because that Party or its counsel drafted such provision. The Parties agree to look solely to each other with respect to performance of this Agreement.
- (d) <u>Severability</u>. In the event that any portion or all of this Agreement is held to be void or unenforceable, the Parties agree to negotiate in good faith to amend the commercial and other terms of this Agreement in order to effect the intent of the Parties as set forth in this Agreement.
- (e) <u>Construction</u>. Terms defined in the singular have the corresponding meanings in the plural, and vice versa. The terms "include," "includes" or "including" shall mean "including, without limitation." The words "hereof," "hereto," "hereby," "herein," "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The headings in this Agreement are for convenience only and will not be considered a part of or affect the construction or interpretation of any provision of this Agreement.
- (f) <u>Assignment</u>. No Party shall assign or transfer this Agreement, in whole or part, without the other Party's prior written consent, which shall not be unreasonably withheld; *provided*, *however*, Transferor may assign this Agreement in whole to an affiliate of Transferor without such consent. Any purported assignment or transfer of this Agreement, in whole or part, other than as set forth in this <u>Section 2(f)</u> shall be null and void.
- (g) <u>Disputes</u>. Any dispute arising out of or in connection with this Agreement or its performance, including but not limited to its validity, construction, interpretation or enforcement shall to the extent possible be settled amicably by negotiation between the Parties. The state and federal courts situated in the State of Delaware shall have exclusive jurisdiction and venue over any and all controversies and disputes arising out of or related to this Agreement or its breach.
- (h) <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Delaware, exclusive of any provisions thereof which reference the laws of other states or jurisdictions.
- (i) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by DocuSign (or other commonly-used electronic means (e.g., e-mailed PDF)) shall be effective as delivery of a manually executed counterpart of this Agreement.

(Signature page follows.)

IN WITNESS WHEREOF, Transferor and Transferee have duly executed this Agreement, as of the day and year first above written.

TRANSFEROR:

Executed by Mobius Institute Pty Ltd in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

-DocuSigned by:

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Director signature

Director/Secretary signature

William C. Partipilo Jr.

-DocuSigned by:

Mathew Shane Zauner

Director full name (BLOCK LETTERS)

Director/Secretary full name (BLOCK LETTERS)

William C. Partipilo Jr.

[Signature Page to Intellectual Property Transfer Agreement]

In Witness Whereof,	Transferor and	Transferee	have duly	executed this	Agreement,	as of the
day and year first above written.						

TRANSFEREE:

MINA TRAINING AND CERTIFICATION, INC.

By: ____

Name: Zachary Smotherman

Title: Secretary

Schedule 10 - Intellectual property

Part A: Business names

No registered business names for any Group Company.

Part B: Trade marks

No.	TM No.	Trade mark	Owner/applicant	Classes of goods and services	Status
>	U.S. Reg. No. 6584594	C COMMUNITY CONNECT SOLVING + LEARNING + SHARING : LOCALLY	MOBIUS INSTITUTE	35, 38, 42 and 45	Registered
	000 40 4	C CONNECT	AUSTRALIA PROPRIETARY LIMITED COMPANY (P/L OR PTY. LTD.)		
2	U.S. Reg. No.	ASSET RELIABILITY	MOBIUS INSTITUTE	41	Registered
	6140215	- RANGFORMATION	AUSTRALIA PROPRIETARY LIMITED COMPANY (P/L OR PTY. LTD.)		
ω	U.S. Reg. No.	ASSET RELIABILITY PRACTITIONER	MOBIUS INSTITUTE	41	Registered
	0098143		AUSTRALIA PROPRIETARY		
			PTY. LTD.)		

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		AUSTRALIA PROPRIETARY LIMITED COMPANY (P/L OR PTY. LTD.)		00000	
Registered	41	MOBIUS INSTITUTE	CBM CONNECT	U.S. Reg. No.	7
		AUSTRALIA PROPRIETARY LIMITED COMPANY (P/L OR PTY. LTD.)		3926437	
Registered	41	MOBIUS INSTITUTE	RELIABILITY CONNECT	U.S. Reg. No.	တ
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		AUSTRALIA PROPRIETARY LIMITED COMPANY (P/L OR PTY, LTD.)	O	5860/5/	
Registered	41	MOBIUS INSTITUTE	С	U.S. Reg. No.	5
		AUSTRALIA PROPRIETARY LIMITED COMPANY (P/L OR PTY. LTD.)	(C) MOBIUS CONNECT		
Registered	41	MOBIUS INSTITUTE	C MOBIUS CONNECT	U.S. Reg. No. 6096082	4
Status	Classes of goods and services	Owner/applicant	Trade mark	TM No.	No.

Part C: Domain names

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vibration-training.com	vibrationcertification.com	vibrationconference.com	vibrationconference.org	vibrationsuperhero.com	visiblereliability.com	Domain name
Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Owner/Registrant
Not publicly available	Not publicly available	Not publicly available	Not publicly available	Not publicly available	Not publicly available	Registrant contact
Tucows Domains Inc	Tucows Domains Inc	Tucows Domains Inc	Tucows Domains Inc	Tucows Domains Inc.	Tucows Domains Inc.	Registrar
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12 May 2024	20 May 2024	4 October 2025	4 October 2025	1 February 2025	21 February 2024	Expiry / Renewal Date

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Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Owner/Registrant
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2	Mobius Institute Pty	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd		Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Owner/Registrant
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mobius.institute	alignment-training.com	alignmentcertification.com	apoptimization.com	assetperformanceoptimization.com	Domain name
Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Owner/Registrant
Not publicly available	Not publicly available	Not publicly available	Not publicly available	Not publicly available	Registrant contact
Go Australia Domains, LLC	Tucows Domains Inc.	Tucows Domains Inc.	Tucows Domains Inc.	Tucows Domains Inc.	Registrar
Parked clientDeleteProhibited clientTransferProhibited clientUpdateProhibited clientRenewProhibited	Inactive clientDeleteProhibited clientTransferProhibited clientUpdateProhibited	Inactive clientDeleteProhibited clientTransferProhibited clientUpdateProhibited	Inactive clientTransferProhibited clientUpdateProhibited	Inactive clientTransferProhibited clientUpdateProhibited	Status
2 April 2024	12 May 2024	20 May 2024	24 June 2024	24 June 2024	Expiry / Renewal Date

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		reliability.institute	assetreliability.institute	conditionmonitoring.institute	Domain name
Ltd	A Paris Pari	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Mobius Institute Pty Ltd	Owner/Registrant
available		Not publicly available	Not publicly available	Not publicly available	Registrant contact
LLC		Go China Domains, LLC	GoDaddy.com LLC	Go France Domains, LLC	Registrar
clientDeleteProhibited clientTransferProhibited clientUpdateProhibited clientRenewProhibited	clientUpdateProhibited clientRenewProhibited	Parked clientDeleteProhibited clientTransferProhibited	Parked clientDeleteProhibited clientTransferProhibited clientUpdateProhibited clientRenewProhibited	Parked clientDeleteProhibited clientTransferProhibited clientUpdateProhibited clientRenewProhibited	Status
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6 November 2026	Parked	GoDaddy.com	Not publicly	Mobius Institute Pty	mobiusinstitute.art	69.
	clientRenewProhibited					
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	clientRenewProhibited					
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21 June 2024	Active	GoDaddy.com	Not publicly	Mobius Institute Pty	mobiusinstitute.com	67.
	clientRenewProhibited					
	clientUpdateProhibited					
	clientTransferProhibited					
	clientDeleteProhibited	LLC	available	Ltd		
19 July 2030	Active	GoDaddy.com	Not publicly	Mobius Institute Pty	cbmconnect.com	66.
Expiry / Renewal Date	Status	Registrar	Registrant contact	Owner/Registrant	Domain name	No.

Part D: Patents

No registered patents for any Group Company.

Part E: Designs

No registered designs for any Group Company.

Part F: Copyright

designs and development records, excluding OSS and Third Party Software components. All copyright in and to the Proprietary Software described in the table below and all associated documentation, including all user guides, plans, schemas,

Proprietary Software	Description
Training Management System	Software to manage and automate daily functions required to run courses and certify students. Software-as-a-service hosted in AWS.
Mobius iVibe app	On-premises mobile application used to diagnose vibration faults in machinery.
iTeachVibration	On-premises application used by instructors to launch training modules and for guidance through courses.
Simulators	Interactive on-premises software simulators which are used in training modules to explain complex topics e.g. signal processing.
iLearnReliability	Web-based learning management system used by organisations to conduct internal training. Software-as-a-service hosted by Docebo.
iLearnVibration, iLearn Balancing, iLearnAlignment	On-premises software containing e-learning courses delivered through CDs and DVDs.

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