

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590487

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IPsoft Incorporated		04/30/2020	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMELIA US LLC		
<b>Street Address:</b>	17 State Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88620352	1BANK	
<b>Serial Number:</b>	88620335	AI2ROI	
<b>Serial Number:</b>	88620363	1STORE	
<b>Serial Number:</b>	88620344	IPCENTER	
<b>Registration Number:</b>	6014957	1RPA	
<b>Registration Number:</b>	6014794	1RPA	
<b>Serial Number:</b>	88442364	CO-PILOT	
<b>Serial Number:</b>	87273157	DIGITAL WORKFORCE	
<b>Serial Number:</b>	87273149	YOUR FIRST DIGITAL EMPLOYEE	
<b>Serial Number:</b>	87273159	DIGITAL EMPLOYEE	
<b>Serial Number:</b>	87471246	THE MOST HUMAN AI	
<b>Serial Number:</b>	87857842	DIGITAL COLLEAGUE	
<b>Serial Number:</b>	87356330	AMELIA	
<b>Registration Number:</b>	5681659	1DESK	
<b>Registration Number:</b>	5298425	THE DIGITAL LABOR COMPANY	
<b>Registration Number:</b>	4782587	AMELIA	
<b>Registration Number:</b>	5281723	AMELIA	
<b>Serial Number:</b>	86533508	AMELIA	

CH \$465.00 88620352

**CORRESPONDENCE DATA****Fax Number:** 6468780801*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:** 6468780820**Email:** tm-uspto@pearlcohen.com**Correspondent Name:** Todd Braverman, Esq.**Address Line 1:** 1500 Broadway, 12th Floor**Address Line 4:** New York, NEW YORK 10036**ATTORNEY DOCKET NUMBER:** 701500-12-00 Amelia US LL**NAME OF SUBMITTER:** Todd Braverman, Esq.**SIGNATURE:** /tjbraverman/**DATE SIGNED:** 08/05/2020**Total Attachments: 7**

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**Exhibit B**

**IP ASSIGNMENT AGREEMENT**

This IP ASSIGNMENT AGREEMENT (this "**Agreement**"), made and entered into as of April 30, 2020 (the "**Effective Date**"), by and between IPsoft Incorporated, a New York corporation (the "**Assignor**") and Amelia US LLC, a Delaware limited liability company (the "**Assignee**"). The Assignor and the Assignee may be referred to herein as a "**Party**" and together as the "**Parties**."

**WITNESSETH:**

**WHEREAS**, the Assignor and Assignee are affiliates and party to a Contribution Agreement dated as of the date hereof (the "**Contribution Agreement**"), whereby Assignor contributed certain of Assignor's assets and business operations to the Assignee (the "**Contribution**");

**WHEREAS**, this Agreement is being delivered pursuant to the terms of the Contribution Agreement;

**WHEREAS**, Assignor is the current owner of the entire right, title, and interest in and to the certain Intellectual Property Rights, including but not limited to those listed on Schedule A attached hereto (the "**Excluded Intellectual Property Assets**"); and

**WHEREAS**, in connection with the Contribution, Assignor has agreed to convey, assign, transfer and deliver to Assignee and its successors and assigns, and Assignee has agreed to acquire, assume and accept, all of Assignor's right, title and interest in and to all of Assignor's Intellectual Property Rights, excluding the Excluded Intellectual Property Assets (the "**Assigned Intellectual Property Assets**").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment.

Assignor does hereby sell, contribute, assign, and transfer to Assignee any and all of Assignor's worldwide right, title and interest to, including all common law rights in, to and under, all of the Assigned Intellectual Property Assets, together with any and all (i) goodwill of the business symbolized by any marks or names thereof and (ii) rights and privileges granted with respect to and/or secured by any of the foregoing, including but not limited to any and all rights and privileges to (A) maintain and pursue enforceable rights in the Assigned Intellectual Property Assets, (B) file related or subsequent applications based on or claiming priority to the Assigned Intellectual Property Assets and (C) sue and recover for any past violation, with said rights to be held and enjoyed by Assignee, for Assignee's own use and benefit and for the use and benefit of its successors, assigns or other legal

representatives, as fully and entirely as the same would or could have been held and enjoyed by such Assignor if this assignment had not been made.

2. Further Assurances.

(a) Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Assigned Intellectual Property Assets as are reasonably requested by Assignee, including any (i) applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and (ii) domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Assigned Intellectual Property Assets to Assignee as contemplated hereby.

(b) To effectuate the assignment of the domain names included in the Assigned Intellectual Property Assets, Assignor agrees to take any and all actions that are necessary to perfect the assignment of the domain names and/or to transfer control of the domain names to Assignee. These actions may include, but are not limited to, promptly: (i) unlocking the domain names and providing the authorization code for the domain names to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain names to Assignee. Assignor agrees to retain the registration for the domain names until they are effectively transferred to Assignee by the domain name registrar.

3. Execution. This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

4. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful or unenforceable provision.

5. Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of Assignor and Assignee, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective legal representatives and successors.

8. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Contribution Agreement.

[SIGNATURE PAGE FOLLOWS]

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**IN WITNESS WHEREOF**, the undersigned has executed the above and foregoing IP Assignment Agreement as of the Effective Date.

**IPSOFT INCORPORATED**

*Chetan Dube*

By: \_\_\_\_\_

Name: Chetan Dube

Title: Chief Executive Officer

**AMELIA US LLC**

By: IPsoft Incorporated, its Member

*Chetan Dube*

By: \_\_\_\_\_

Name: Chetan Dube

Title: Chief Executive Officer

**Schedule A**  
**Excluded Intellectual Property Assets**

All domain names:

ipsoft.com
ipsoft.net
Any other form of "ipsoft.[xx]"

All registered trademarks and applications therefor:

<u>Registered Trademarks</u>	<u>Registration Number</u>	<u>Registration Date</u>
IPSOFT	US 4772262 MX 1688428 CO 544196 AR 2885075 MY 2016057321 MX 1829544 MX 1845679 MY 2016057322 IN 2480576 IN 2480577 BR 910944679 AR 2889693 BR 910944644 US 4352967 CA TMA959473 AR 3046412 NO 270923 WO 1210263 EM 018126626 US 5932285	
IPSOFT (LOGO)	CA TMA957755 US 4772262 WO 1273932	

All rights in material software and all documentation:



All licenses (other than shrink wrap licenses), sublicenses, and other similar agreements:

To be determined.



**SCHEDULE OF IPSOFT INCORPORATED USPTO TRADEMARKS**

<b>No.</b>	<b>Serial Number</b>	<b>Registration No.</b>	<b>Mark</b>
1	88620352		1BANK
2	88620335		AI2ROI
3	88620363		1STORE
4	88620344		IPCENTER
5	88318222	6014957	1RPA
6	88277743	6014794	1RPA
7	88442364		CO-PILOT
8	87273157		DIGITAL WORKFORCE
9	87273149		YOUR FIRST DIGITAL EMPLOYEE
10	87273159		DIGITAL EMPLOYEE
11	87471246		THE MOST HUMAN AI
12	87857842		DIGITAL COLLEAGUE
13	87356330		AMELIA
14	87684546	5681659	1DESK
15	87038290	5298425	THE DIGITAL LABOR COMPANY
16	86085296	4782587	AMELIA
17	86671567	5281723	AMELIA
18	86533508		AMELIA