

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
transformAI LLC		03/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BP3 Global, Inc.		
Street Address:	7121 N Lamar Blvd., Suite 100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78752		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5781496	TRANSFORMAI	
Registration Number:	5855436		
CORRESPONDENCE DATA			
Fax Number:	5128538801		
<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:	(512) 853-8800		
Email:	dkgpto@intprop.com		
Correspondent Name:	Dwayne K. Goetzel		
Address Line 1:	1120 S Cap of TX Hwy., Bldg. 2, Ste. 300		
Address Line 4:	Austin, TEXAS 78746		
NAME OF SUBMITTER:	Dwayne K. Goetzel		
SIGNATURE:	/Dwayne K. Goetzel/		
DATE SIGNED:	05/05/2021		
Total Attachments: 7			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of the 22nd day of March, 2021, is entered into between transformAI LLC, a Delaware limited liability company (the "**Seller**"), and BP3 Global, Incorporated, a Texas corporation ("**Buyer**"). Capitalized terms used in this Agreement have the meanings given to such terms herein.

RECITALS

WHEREAS, Seller is engaged in the business of providing integrated automation solutions combining robotic process automation (RPA) and artificial intelligence to deliver end-to-end process automation at enterprise scale (the "**Business**"); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in, to, and under all of the tangible and intangible assets, properties, and rights of every kind and nature and wherever located (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), including the following:

(a) all accounts receivable held by Seller ("**Accounts Receivable**") set forth on Section 1.01(a) of the disclosure schedules attached hereto (the "**Disclosure Schedules**");

(b) all Contracts (the "**Assigned Contracts**") set forth on Section 1.01(d) of the Disclosure Schedules. The term "**Contracts**" means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and all other agreements, commitments, and legally binding arrangements, whether written or oral set forth on Section 1.01(b) of the Disclosure Schedules;

(c) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property (the "**Tangible Personal Property**") set forth on Section 1.01(c) of the Disclosure Schedules;

(d) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, and fees (including any such item relating to the payment of Taxes) set forth on Section 1.01(d) of the Disclosure Schedules;

(e) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets set forth on Section 1.01(e) of the Disclosure Schedules;

(f) all insurance benefits, including rights and proceeds, arising from or relating to the Purchased Assets, or the Assumed Liabilities set forth on Section 1.01(f) of the Disclosure Schedules;

(g) search engine accounts and analytics/analysis related accounts set forth on Section 1.01(g) of the Disclosure Schedules;

(h) copies of books and records, including books of account, accounting records, customer lists, customer purchasing histories, price lists, supplier lists, research and development files, and sales material ("**Books and Records**"), the receipt of which is hereby acknowledged;

(i) all Intellectual Property related to the Business where "Intellectual Property" means all of the following: (i) rights associated with works of authorship including moral rights, droit moral, and the like, copyrights, and registrations there for; (ii) rights relating to trade secrets and confidential information; (iii) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (iv) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Entity, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs including, but not limited to www.transformAI.com; and (v) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation;

(j) all databases, usernames, and email addresses used in connection with the Purchased Assets;

(k) all social media accounts including, but not limited to, Facebook, Twitter, LinkedIn, Google+, and Instagram set forth on Section 1.01(k) of the Disclosure Schedules; and

(l) all goodwill and the going concern value of the Purchased Assets and the Business.

Section 1.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the assets, properties, and rights specifically set forth on Section 1.02 of the Disclosure Schedules (collectively, the "**Excluded Assets**").

Section 1.03 Assumed Liabilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

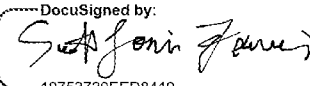
transformAI LLC

DocuSigned by:

By: _____
Name: Lee Coulter
Title: CEO

3/23/2021

BP3 Global, Incorporated

DocuSigned by:

By: _____
Name: Scott Francis
Title: CEO

3/23/2021

EXHIBIT E
ASSIGNMENT OF TRADEMARK

WHEREAS, transformAI, LLC (hereinafter referred to as “Assignor”), a limited liability company organized under the laws of the State of Delaware, as of _____ (the “Effective Date” of this Assignment), desires to sell and assign the trademark(s) and/or service mark(s) and related trademark application(s) and/or registration(s) identified in Schedule A attached hereto (collectively, “the Assigned Property”); and

WHEREAS, BP3 Global Incorporated, a corporation organized under the laws of the State of Texas (hereinafter referred to as “Assignee”), having an address of 7121 N Lamar Blvd Suite 100, Austin TX, 78731, is desirous of acquiring the entire right, title, and interest in and to the Assigned Property.

NOW, THEREFORE, in and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereto agree as follows:

1. Assignor hereby assigns, sells, conveys and transfers to Assignee, its successors and assigns, Assignor’s entire right, title, and interest in and to: (i) the Assigned Property set forth in Schedule A; (ii) any and all goodwill symbolized by and associated with the business conducted under the Assigned Property; (iii) all registrations which have or will issue for the Assigned Property including, without limitation, all registrations and applications (including intent-to-use applications) for the Assigned Property identified in Schedule A together with the portion of the business of Assignor to which the Assigned Property applies, which business is ongoing and existing; (iv) any and all common law rights in and to the Assigned Property; (v) all income, royalties, damages and payments in connection with and related to the Assigned Property which become due or payable following the Effective Date of this Assignment; and (vi) all rights to past, present and future claims of any kind (either in law or in equity) including, without limitation, the right to sue for all trademark-related causes of action (e.g., trademark infringement, dilution, cybersquatting, etc.) and to recover and retain any and all damages paid or received as a result of the litigation, settlement, and/or pursuit of such claims.

2. Assignor hereby agrees, at the request and expense of Assignee, to testify in any legal proceedings, execute all lawful papers, make all lawful oaths, and to perform such other acts as Assignee and Assignee’s successors and assigns may deem reasonably necessary to secure the ownership interest in and to the Assigned Property, both in the United States and worldwide, for Assignee and its successors and assigns and/or to evidence the rights hereby transferred.

3. Assignor hereby represents and warrants that it is the sole lawful owner of all rights in and to the Assigned Property; that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of the Assigned Property has been or will be made or entered into which would conflict with this Assignment; and that it has not executed, and will not execute, any other agreement(s) in conflict herewith.

4. Assignor represents and warrants that it has the full legal right and authority to execute and be bound by the terms of this Assignment, that the person signing on its behalf is legally authorized to do so, that no other party’s consent is required to execute this Assignment, and that

to the best of its knowledge its execution of this Assignment will not violate any right of any other party.

5. The individual who has executed this Agreement on behalf of Assignor expressly represents and warrants that he or she is authorized to sign on behalf of Assignor for purposes of binding Assignor to effectuate this Assignment to Assignee according to the terms set forth herein.

6. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in Assignor's name to take any and all action and to execute thereafter any and all documents and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Assignor further grants Assignee and its duly authorized attorneys and agents the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, any state or foreign trademark office, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment.

7. This Assignment shall be binding upon Assignor, its officers, directors, shareholders, managers, members, employees, agents, affiliates, executors, heirs, successors, and assigns.

8. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Scanned signatures sent by e-mail shall be considered as original signatures. The recitals and Schedule A are hereby incorporated into and made a part of this Assignment.

[signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed this Agreement, which is made effective as of the date set forth herein.

ASSIGNOR:

transformAI, LLC

DocuSigned by:
Lee Coulter
...00FA3AF58C5E4BC...

By: _____

3/23/2021

Date

Name: Lee Coulter

Title: CEO

ASSIGNEE:

BP3 Global Incorporated

DocuSigned by:
Scott Francis
...19753720EED8419...


By: _____

Name: Scott Francis

Date: 3/23/2021

Title: CEO

SCHEDULE A
Intellectual Property

Trademark	Country	Registration	Goods and Services	Owner Name
TRANSFORMAI	United States	Reg. No. 5,781,496 June 18, 2019	INT. CL. 42 COMPUTER SOFTWARE CONSULTING; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR USERS TO MANAGE WORKFLOW THROUGH AUTOMATION	TRANSFORMAI LLC
	United States	Reg. No. 5,855,436 September 10, 2019	INT. CL. 42 COMPUTER SOFTWARE CONSULTING; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR USERS TO MANAGE WORKFLOW THROUGH AUTOMATION	TRANSFORMAI LLC