

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705133

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900661659		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Speech-Soft Solutions, LLC		12/02/2021	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	WTI Innovation LLC		
Street Address:	One West Third Street, Suite 1115		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5810076	ENTRAI	
CORRESPONDENCE DATA			
Fax Number:	3126321780		
<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:	3127155241		
Email:	tm-dept@quarles.com, nicole.murray@quarles.com, veronica.brooks@quarles.com		
Correspondent Name:	Nicole M. Murray at Quarles & Brady LLP		
Address Line 1:	300 North LaSalle Street, Ste. 4000		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	164237.00017 WTI/SPEECH-S		
NAME OF SUBMITTER:	Veronica Ford Brooks		
SIGNATURE:	/VFB/		
DATE SIGNED:	01/27/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”) is effective as of December 2, 2021, by and among SPEECH-SOFT SOLUTIONS, LLC, an Oklahoma limited liability company (“**Assignor**”), and WTI INNOVATION LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are collectively referred to herein as the “**Parties**”.

WHEREAS, Assignor owns the “EntrAI” standard character mark shown on the attached Schedule A, (the “**Trademark**”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement made as of December 2, 2021 by and among Assignee (as Purchaser), Assignor (as a Seller), and the other parties thereto (the “**Asset Purchase Agreement**”), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office:

NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all right, title, and interest in and to the Trademark and the goodwill associated therewith (the “**Assigned Trademark**”) and all right, title, and interest in and to any and all claims and demands, at law or in equity, for past infringement of the Assigned Trademark.

2. **Recordation.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee.

3. **Terms of Asset Purchase Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor (as Seller thereunder) and Assignee (as Purchaser thereunder) with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or

other means of transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

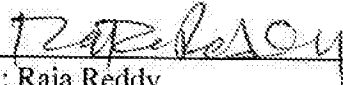
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating with this Trademark Assignment and the transaction contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their duly authorized representatives as of the date written above.

ASSIGNOR:

SPEECH-SOFT SOLUTIONS, LLC, an
Oklahoma limited liability company

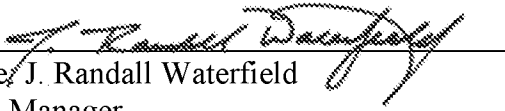
By: 
Name: Raja Reddy
Title: Manager

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their duly authorized representatives as of the date written above.

ASSIGNEE:

WTI INNOVATION LLC, a Delaware
limited liability company

By: 
Name: J. Randall Waterfield
Title: Manager

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007543 FRAME: 0131

Schedule A
Trademark

Mark	Serial No.	Filing Date	Status	Reg. No.	Reg. Date
EntrAI	87/792,437	2/9/2018	Registered	5,810,076	7/23/2019

Schedule A
Trademark

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