

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM702199

<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>
Autonomy Systems Limited		11/04/2021	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NextCar Holding Company, Inc.		
<b>Street Address:</b>	225 Santa Monica Boulevard, 12th Floor		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90401		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2641493	AUTONOMY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497200182		
<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>	949-224-6272		
<b>Email:</b>	fbhatti@buchalter.com		
<b>Correspondent Name:</b>	Farah P. Bhatti		
<b>Address Line 1:</b>	18400 Von Karman Ave., Suite 800		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	N3665-5001		
<b>NAME OF SUBMITTER:</b>	Farah P. Bhatti		
<b>SIGNATURE:</b>	/fbhatti/		
<b>DATE SIGNED:</b>	01/14/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of November 4, 2021, is made by Micro Focus LLC, a Delaware limited liability company, located at 4555 Great American Parkway, Santa Clara, California and Autonomy Systems Limited, successor in interest to Autonomy Corporation Limited (collectively, "**Seller**"), in favor of NextCar Holding Company, Inc., a Delaware corporation, located at 225 Santa Monica Boulevard, 12th Floor, Santa Monica, California ("**Buyer**"), the purchaser of certain assets of Seller pursuant to the Domain Name and Asset Transfer Agreement between Buyer and Seller dated as of November 3, 2021 (the "**Transfer Agreement**").

WHEREAS, under the terms of the Transfer Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registration set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Transfer Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Transfer Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned

IP. The representations, warranties, covenants, agreements, and indemnities contained in the Transfer 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 conflict or inconsistency between the terms of the Transfer Agreement and the terms hereof, the terms of the Transfer Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions 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 (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**MICRO FOCUS LLC**

By [Signature]

Name: Stirling Adams

Title: VP, Head of IP

Address for Notices:

4555 Great American Parkway, Santa Clara, CA 95054

**AUTONOMY SYSTEMS LIMITED, SUCCESSOR IN INTEREST TO AUTONOMY CORPORATION LIMITED**

By [Signature]

Name: Jon Vine

Title: Director

ACKNOWLEDGMENT

STATE OF Utah )

) SS.

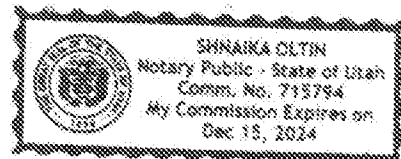
COUNTY OF Utah )

On the 23<sup>rd</sup> day of November before me personally appeared Stirling Adams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the VP of Micro Focus LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of Micro Focus LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: Dec 15, 2024

[Signature]

Notary Public  
Printed Name: Shirika Oltin



**SCHEDULE 1**  
**ASSIGNED TRADEMARKS**

**Trademark Registrations**

Anaquea ID	Category Description	Country	Mark	Application Date	Registration No.	Registration Date
83102940	National	Argentina	AUTONOMY	8/17/2016	2106941	8/15/2006
83102938	National	Argentina	AUTONOMY	8/17/2016	2106940	8/15/2006
83102838	National	Argentina	AUTONOMY	3/2/2017	2908478	3/13/2007
83102945	Normal	Canada	AUTONOMY	1/11/1998	TMA652135	10/9/2001
83102946	Normal	China	AUTONOMY	6/5/2003	3582401	7/21/2005
83102947	Normal	China	AUTONOMY	6/5/2003	3582371	12/21/2004
83102885	Normal	China	AUTONOMY A and Design	6/5/2003	3582369	7/28/2005
83102884	Normal	China	AUTONOMY A and Design	6/5/2003	3582368	7/28/2005
83102883	Normal	China	AUTONOMY A and Design	6/5/2003	3582400	3/7/2005
83246874	Normal	Colombia	AUTONOMY	4/29/2013	480338	11/25/2013
83102963	Normal	European Community	AUTONOMY	10/28/1996	392682	10/9/1998
83102982	Normal	European Community	AUTONOMY	4/12/2005	4386631	10/2/2006
83102966	Normal	European Community	AUTONOMY A and Design	4/12/2005	4384434	3/2/2006
83102949	National	Hong Kong	AUTONOMY	12/24/1996	200005614AA	4/14/2000
83102988	National	Hong Kong	AUTONOMY A and Design	12/24/1996	200005616AA	4/14/2000
83102952	National	Indonesia	AUTONOMY	5/17/2005	IDM000106464	5/17/2005
83102951	National	Indonesia	AUTONOMY	5/17/2005	IDM000106465	5/17/2005
83102950	National	Indonesia	AUTONOMY	5/17/2005	IDM000106466	5/17/2005
83102953	Normal	Japan	AUTONOMY	2/3/1989	4470736	4/27/2001
84080866	Normal	Malaysia	AUTONOMY	10/15/2014	2014085570	1/8/2016
83789098	Normal	Mexico	AUTONOMY	2/13/2014	1457371	6/30/2014
83102954	National	New Zealand	AUTONOMY	12/16/2003	706009	4/7/2005
84080864	National	Republic of Korea	AUTONOMY	10/14/2014	40-1148480	12/11/2015
83243045	Normal	Russian Federation	AUTONOMY	4/26/2013	551113	8/24/2015

83103957	Normal	Taiwan	AUTONOMY	4/15/2005	1324640	8/16/2006
84067485	Normal	Turkey	AUTONOMY	9/24/2014	2014 78439	5/3/2016
	Normal	United Kingdom	AUTONOMY	10/26/1996	UK009330692	10/9/1998
	Normal	United Kingdom	AUTONOMY	6/12/2005	UK0094338501	10/3/2006
83102980	Normal	United States of America	AUTONOMY	9/11/1996	2841492	10/26/2002
		United States of America	AUTONOMY		2194502	