

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CommonSubDoc Corp.		06/06/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Formidium Corp.		
Street Address:	633 Rogers St, Suite 106		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87805263	COMMONSUBDOC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5102296438		
Email:	abhishek.sharma@sudrania.com		
Correspondent Name:	Abhishek Sharma		
Address Line 1:	633 Rogers St, Suite 106		
Address Line 4:	Downers Grove, ILLINOIS 60515		
NAME OF SUBMITTER:	Abhishek Sharma		
SIGNATURE:	/Abhishek Sharma/		
DATE SIGNED:	06/07/2022		
Total Attachments: 4			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (“Agreement”) is made and effective as of the 6th day of June 6, 2022, by and between **COMMONSUBDOC CORP.**, a Delaware corporation (“Assignor”), and, **FORMIDIUM CORP.**, a Delaware corporation (“Assignee”) (each a “Party,” collectively the “Parties”).

WHEREAS, Assignor owns and operates a business that provides certain information technology and secure services, including investor services, regulatory filings, investor onboarding process, online access for investors and fund managers, AML/KYC processes, E-signature integration, and licenses software and services to customers using its personnel and cloud-based software solutions Common Sub Doc™(collectively and together, the “Business”).

WHEREAS, Assignor, a fully owned subsidiary of the Assignee, has determined for the purpose of streamlining the Business offerings and client base, and attracting additional investment, Assignor desires to assign the entirety of Business to Assignee, including all Business assets (including all related good-will, all Intellectual Property (defined in Section 2 below) rights, all contracts with customers, and all cash on hand), and all liabilities (together the “Assets and Liabilities”), and Assignee desires to assume the Business and all Assets and Liabilities, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, Assignor and Assignee hereby agree to the foregoing Recitals (which are deemed incorporated into this Agreement as if fully stated below) and as follows:

1.0 Assignment and Assumption. Effective upon the date of this Agreement (the “Effective Date”): (a) Assignor assigns and transfers to Assignee all of Assignor’s rights, title and interest under, in and to the Business, including all its rights and interests in and to the Assets and Liabilities; and (b) Assignee accepts such assignment. Accordingly, beginning with the Effective Date and continuing thereafter, Assignee assumes all of the Business, its Assets and Liabilities, and agrees to perform and carry out all obligations of the Business, and agrees to be bound by all other Business obligations of the Assignor. From and after the Effective Date, the Business, and its Assets and Liabilities, shall be deemed to be in the name of Assignee as owner of the Business, and Assignor shall have no further right to operate, conduct or carry out the activities of the Business.



2.0 Intellectual Property. “**Intellectual Property**” means, as related to, part of, or in connection with the Business, and its Assets and Liabilities: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software source code and object code (including data and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).

3.0 Miscellaneous.

1. This Agreement constitutes the entire agreement between the Parties with respect to the Business and supersedes all previous proposals (both oral and written), negotiations, representations, commitments, writings, agreements, and all other communications between the Parties. This Agreement may only be altered or modified by written instrument duly executed by both Parties.
2. If any provision of this Agreement is invalid or unenforceable, the remaining provisions of the Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
3. This Agreement shall bind the parties hereto and their respective successors and assigns.
4. The laws of the State of Delaware shall govern the validity, interpretation, and performance of this Agreement without regard to its conflict of laws and principles. The state and federal courts in the State of Delaware shall have exclusive jurisdiction over matters arising under or associated with this Agreement. The



Parties consent to such courts' exclusive jurisdiction and venue and irrevocably waive any objections thereto.

5. This Agreement may be executed in counterparts, and all such counterparts, when taken together, shall constitute one fully-executed original. Further, a facsimile or email transmission of a signature shall be deemed an original and is enforceable against the party whose signature is set forth on such facsimile or emailed copy to the same extent as an original signature.

[Signature Page Follows]



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

<p>ASSIGNOR: COMMONSUBDOC CORP.</p> <p><i>Nilesh Sudrania</i></p> <hr/> <p>Signature</p> <p>Nilesh Sudrania</p> <hr/> <p>Name</p> <p>Director and President</p> <hr/> <p>Title</p> <p>June 6, 2022</p> <hr/> <p>Date</p>	<p>ASSIGNEE: FORMIDIUM CORP.</p> <p><i>Nilesh Sudrania</i></p> <hr/> <p>Signature</p> <p>Nilesh Sudrania</p> <hr/> <p>Name</p> <p>Director and CEO</p> <hr/> <p>Title</p> <p>June 6, 2022</p> <hr/> <p>Date</p>
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