

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digitory Legal Corporation		08/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BigHand Inc.		
Street Address:	125 S. Wacker Drive, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4979906	D	
Registration Number:	5019141	DIGITORY LEGAL	
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:	3129855900		
Email:	tward@clarkhill.com		
Correspondent Name:	Clark Hill PLC		
Address Line 1:	130 E. Randolph St., Ste. 3900		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	43915/446400		
NAME OF SUBMITTER:	Adam J. Fromm		
SIGNATURE:	/Adam J. Fromm/		
DATE SIGNED:	09/14/2022		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Agreement”) is made this 31st day of August, 2022, by and between Digitory Legal Corporation, a Delaware corporation (the “Assignor”), and BigHand Inc., a Delaware corporation (the “Assignee”). All capitalized terms used herein and not otherwise defined herein have their respective meanings as set forth in the Asset Purchase Agreement (defined below), dated as of even date herewith (the “Asset Purchase Agreement”), by and among Assignor, the Equityholder, and Assignee.

RECITALS:

WHEREAS, Assignor, the Majority Equityholder, and Assignee are parties to the Asset Purchase Agreement and, pursuant and subject to the Asset Purchase Agreement, Assignor agreed to sell, assign and transfer to Assignee all Proprietary Rights that are owned, leased, licensed or possessed by Assignor and used in the operation of Assignor’s Business, as further described and listed on Schedule A attached hereto and made a part hereof (collectively, the “Intellectual Property”);

WHEREAS, the parties now desire to effectuate the assignment and assumption of the Intellectual Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration paid to the Assignor by the Assignee, receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. Effective as of the Closing Date, Assignor hereby assigns to Assignee, and Assignee hereby assumes the Intellectual Property and the goodwill of the business in which the Intellectual Property is used. Assignee, by this Agreement, shall become entitled to all rights, titles, obligations and interests of Assignor in and to the Intellectual Property as if Assignee were the original party thereto or owner thereof.

2. No Liabilities Assumed. Except as expressly set forth in the Asset Purchase Agreement and the Assignment and Assumption Agreement by and between Assignor (as Seller) and Assignee (as Purchaser) of even date herewith, Assignee assumes no liability or obligation with respect to, and Assignor retains full and complete responsibility for, and full obligation and liability in respect of, all indebtedness, obligations, claims and other Liabilities (direct or indirect, known or unknown, choate or inchoate, absolute or contingent) of whatever nature of Assignor not specifically assumed by Assignee in the Asset Purchase Agreement with respect to the Intellectual Property.

3. Other Intellectual Property. To the extent that Assignor owns any intellectual property that are not listed on Schedule A, Assignor hereby sells, conveys and transfers all of its rights, title and interests in, to and under that remaining intellectual property for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

4. Conflict. This Agreement is made subject to and with the benefit of the representations, warranties and other provisions of the Asset Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement or constitute a waiver or release by any party of any Liabilities imposed on another party by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Agreement and continue in full force and effect for the applicable periods in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

5. Additional Documents. Assignor shall execute and/or obtain such further documents, including without limitation any consents, waivers or assignments, and perform such further acts, as may be reasonably necessary to transfer and convey the Intellectual Property to Assignee, pursuant to the terms contained in the Asset Purchase Agreement, and to otherwise comply with the terms of this Agreement and consummate the transactions contemplated hereby.

6. Waiver; Modification. Waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. This Agreement may not be modified, altered, amended, or otherwise changed except by a written instrument executed by each of the parties.

7. Notices. All notices made pursuant to this Agreement shall be made in accordance with the notice provisions set forth in Section 11.5 of the Asset Purchase Agreement.

8. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations hereunder shall be assignable without the prior written consent of the other party; provided, however, that Assignee may assign its rights, without consent, (i) as security to any lender providing financing to Assignee, (ii) to an Affiliate (as defined in the Asset Purchase Agreement) of Assignee, and/or (iii) in connection with a sale of all or substantially all of the business of Assignee and/or its Affiliates.

9. Section Headings. Section headings have been inserted in this Agreement for convenience of reference only. If there is any conflict between such headings and the text of this Agreement, the text shall control.

10. Severability. In the event that any provision of this Agreement is declared to be illegal or invalid, only such provision shall be affected. This Agreement shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.

11. Applicable Law. This Agreement shall be construed in accordance with the internal laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

12. Counterparts. This Agreement may be executed in counterparts (delivery

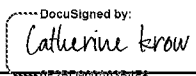
of which may occur by facsimile or electronic mail in PDF format), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ASSIGNOR:

DIGITORY LEGAL CORPORATION

By:  _____
Name: Catherine Krow
Its: Chief Executive Officer

ASSIGNEE:

BIGHAND INC.

By: _____
Name: Eric Wangler
Its: PRESIDENT

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ASSIGNOR:

DIGITORY LEGAL CORPORATION

By: _____

Name: _____

Its: _____

ASSIGNEE:

BIGHAND INC.

By: Eric Wangler _____

Name: Eric Wangler

Its: PRESIDENT

SCHEDULE A

Intellectual Property

Domain Names

- <https://www.digitorylegal.com/>

Trade Names

- Digitory Legal

Registered Trademarks

- United States Trademark Registration No. 4979906 for D (design)
- United States Trademark Registration No. 5019141 for DIGITORY LEGAL

All other Proprietary Rights of Assignor except to the extent such Proprietary Rights constitute Excluded Assets under the Asset Purchase Agreement.