

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zaloni Inc.		08/19/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Foundry Holding LLC		
Street Address:	214 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97154223	ZALONI	
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:	7044441000		
Email:	april.thatch@alston.com		
Correspondent Name:	George M. Taulbee		
Address Line 1:	101 South Tryon Street		
Address Line 4:	Charlotte, NORTH CAROLINA 28280		
NAME OF SUBMITTER:	April Thatch		
SIGNATURE:	/April Thatch/		
DATE SIGNED:	09/23/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “IP Assignment Agreement”) is entered into and effective as of August 19, 2022 (the “Effective Date”) by and between Truist Foundry Holdings LLC, a Delaware limited liability company (“Buyer”), and Zaloni Inc., a Delaware corporation (“Seller”). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated July 29, 2022 (the “Purchase Agreement”); and

WHEREAS, the execution and delivery of this IP Assignment Agreement is contemplated by Sections 3.02(a) and 3.03(c) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. For true and lawful consideration paid to it by Buyer, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts from Seller, all right, title and interest throughout the world in and to any and all Seller Intellectual Property (other than Retained Data), free and clear of all Liens, other than Permitted Exceptions, including, but not limited to, all of the following: (a) all Intellectual Property set forth on Schedule 1 attached hereto, together with the goodwill of any business carried on in connection with any Intellectual Property, including Seller Intellectual Property, (b) all rights of priority therein in any country as may now or hereafter be granted by Law, treaty or other international agreement, (c) the right to file federal, state and foreign applications for registration to secure Buyer’s rights in any Seller Intellectual Property (including, but not limited, to, the Intellectual Property set forth in Schedule 1 attached hereto), to prosecute all applications related thereto, and to obtain, maintain and enforce any registrations related thereto or issuing therefrom or thereon, (d) all claims, demands and rights of action, both statutory and based upon common law, if any, based on (including that Seller has or might have) any infringement, misappropriation or other violation of Seller Intellectual Property prior to, on or after the date of this IP Assignment Agreement, together with the right to prosecute such claims, demands and rights of action in Buyer’s own name, (e) all right, title and interest in and to all income, royalties, license fees, damages (including consequential damages), proceeds, payments and relief recoverable in law or equity, now or hereafter due and/or payable with respect to any of the foregoing, including, but not limited to, the right to recover for past, present or future infringement, misappropriation or other violation of Seller Intellectual Property, (f) all rights, duties, obligations and interests in any agreements involving the licensing of any of the foregoing having (i) Seller as a licensor and a third party as a licensee, or (ii) a third party as a licensor and Seller as a licensee, provided that with respect to both (f)(i) and (f)(ii), such agreements qualify as an Assumed Contract, but (iii) excluding any agreement which (A) Seller has assigned or transferred, or is obligated to assign or transfer, by way of an agreement separate and apart from this Agreement, (B) is not identified on the applicable sections of the Disclosure Schedule, or (C) is within the scope of Section 2.01(c)(xiii)(A) of the Purchase Agreement and (g) any and all corresponding rights in or related to any of the foregoing, that now or hereafter may be secured throughout the world (all of the foregoing in this Section 1 collectively referred to as “Assigned Intellectual Property”).

2. Buyer’s Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Buyer’s own use and enjoyment, and for the use and enjoyment of Buyer’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this IP Assignment Agreement had not been made. Seller hereby acknowledges and agrees that Buyer, as owner of the Assigned Intellectual Property, may use the Assigned Intellectual Property for any lawful purpose

without restriction, and Seller waives any and all moral rights Seller may have to the assigned copyright or works of authorship in the United States of America and all other countries, including, but not limited to, any rights Seller may have under 17 U.S.C. § 106A, including, but not limited to, any and all rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications.

3. Further Assurances.

(a) Seller shall from time to time after the delivery of this IP Assignment Agreement, at Buyer's reasonable request and at Buyer's sole expense but without further consideration or compensation for personnel time, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by Buyer as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Buyer of the Assigned Intellectual Property as contemplated under the Purchase Agreement and this IP Assignment Agreement.

(b) Seller hereby authorizes and requests the Register of Copyrights, the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign country, and any applicable Internet domain name registrars, to record Buyer as the owner of the Assigned Intellectual Property.

(c) Seller shall, upon the Effective Date, deliver to Buyer (at Buyer's sole expense but without further consideration or compensation for personnel time) copies of the following in Seller's possession or under Seller's control, if any: (i) all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of Seller Intellectual Property, and such files, documents and tangible things constituting, comprising or relating to the assertion, enforcement, scope, validity, or enforceability of the Assigned Intellectual Property (including any correspondences with legal counsel of Seller relating to the same); and (ii) Seller's or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Assigned Intellectual Property throughout the world, including the names addresses, email addresses, phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings.

4. Representations and Warranties. Seller hereby represents and warrants that: (a) it has valid corporate authority to enter into this IP Assignment Agreement and to grant and transfer the rights granted and transferred to Buyer pursuant to this IP Assignment Agreement; (b) there are no prior agreements of any nature affecting Seller's right and abilities to grant and transfer the rights pursuant to this IP Assignment Agreement; and (c) that it has not made and will not make commitments to others inconsistent with the rights granted and transferred to Buyer pursuant to this IP Assignment Agreement.

5. Terms of the Asset Purchase Agreement. This IP Assignment Agreement is entered into pursuant and subject to all of the terms and conditions of, the Purchase Agreement. Nothing contained in this IP Assignment Agreement shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants, representations or warranties of Seller or Buyer contained in the Purchase Agreement. In the event of any conflict or inconsistency between this IP Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

6. Power of Attorney. Seller hereby appoints and grants to Buyer, its successors and assigns, as its true and lawful attorney to act in Seller's name and on Seller's behalf with respect to the collection and reduction to possession of any of the Seller Intellectual Property and to execute any documents and

instruments and to do all such other acts and things as may be necessary to effectuate the foregoing. The power of attorney granted herein shall be perpetual and irrevocable.

7. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in the Purchase Agreement.

8. Severability of Provisions. Any term or provision of this IP Assignment Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Any invalid or unenforceable provision shall be modified to the extent necessary to allow for enforceability and to give effect to the original intent of the parties to the extent possible.

9. Amendments. No amendment of any provision of this IP Assignment Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller.

10. Counterparts. This IP Assignment Agreement may be executed simultaneously in two counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

11. Delivery by Electronic Transmission or PDF. This IP Assignment Agreement and any amendments hereto, to the extent signed and thereafter delivered by means of electronic transmission or PDF email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of electronic transmission or PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of electronic transmission or PDF email as a defense to the formation of a contract and each such party forever waives any such defense.

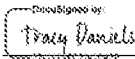
12. Governing Law. This IP Assignment Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, excluding its “conflict of laws” rules.

[SIGNATURE PAGE FOLLOWS]

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

BUYER:

Truist Foundry Holdings LLC

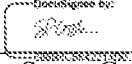
By:  _____

Name: Tracy Daniels

Its: Executive Vice President

SELLER:

ZALONI INC.

By:  _____
Name: Susan Cook
Its: Chief Executive Officer

SCHEDULE 1

Seller Intellectual Property

Patents:

None.

Trademarks:

Trademark	Country	Serial No.	Filing Date	Status	Record Owner
Zaloni	US	97154223	December 3, 2021	Pending	Zaloni, Inc.
Zaloni	US	88960278	June 11, 2020	Application Abandoned	Zaloni, Inc.
Arena	US	88960289	June 11, 2020	Application Abandoned	Zaloni, Inc.
Endzone Governance	US	90010981	June 19, 2020	Application Abandoned	Zaloni, Inc.

Copyrights:

Copyright	Country	Reg. No.	Reg. Date	Status	Record Owner
EndZone Governance Diagram	US	vau001413319	June 11, 2020	Registered	Zaloni, Inc.
DataOps Cycle Diagram	US	va0002282415	December 14, 2021	Registered	Zaloni, Inc.

Unregistered Intellectual Property:

- All components of Arena, and all Software (as that term is defined in the Purchase Agreement) relating to Arena.
- All works of authorship, designs and other proprietary rights represented by or contained in any of the foregoing, and all copyright rights, trade secrets, and know-how relating thereto.
- Data Mastering Engine (DME): Machine learning (ML) driven capability to create customer 360 view of customers data coming from multiple data sources. The ML model can be trained and deployed in customers' secure environment aligned to their security and privacy policies
- Zone based architecture to implement data mesh at a scale: Arena is designed to stage, transform and provision data in separate zones, enabling each business domain or department to configure their own zone with governance, security and access control from a single Arena deployment. Each business domain can share business rules, definitions and templates with other domains while maintaining their own perimeter of data security. The deployment architecture eliminates data silos

- and improves efficiency to onboard new departments into the data platform quickly.
- Governance Graph: Governance graph is a business representation of relationships among data entities and data products such as reports and AI/ML models. Data relationship includes information about source, type of relationship, strength of relationship and data products derived from an entity. It allows business users to measure impact if there is a disruption of source data or failed process, eliminate guesswork and direct resources to focus on problem areas immediately. In addition, it improves data observability of the entire organization.
 - Machine Learning (ML) driven Data Classification and Automated Post Data Classification Actions: Arena enables business users to understand their data by semantic types, confidentiality (Restricted, Confidential, Internal, Public) and sensitivity levels (PII, PCI and PHI) based on ML algorithms. The data classification process is auto triggered when users catalog data, ingest data from applications or databases, and adhoc run. The classification is applied for each attribute in an entity and the application rolls up confidentiality and sensitivity levels at entity level, allowing business users to get an overview of their data ecosystem within a few mins. The application allows users to accept or overwrite system recommendations and it auto triggers post actions such as tokenization and data quality, bringing automation to governance.

Domain Names:

- Zaloni.com
- Zaloni.ae
- Zaloni.net
- Zaloni.org
- Zalonicorp.com

Trademarks:

- ZALONI (which is the subject of a pending U.S. trademark application)
- ZALONI ARENA