

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compute North LLC		12/12/2022	Limited Liability Company: DELAWARE
Compute North SD, LLC		12/12/2022	Limited Liability Company: DELAWARE
Compute North Texas LLC		12/12/2022	Limited Liability Company: DELAWARE
CN Mining LLC		12/12/2022	Limited Liability Company: DELAWARE
CN Minden LLC		12/12/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Foundry Digital LLC		
Street Address:	1100 Pittsford Victor Road		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6039780	COMPUTE NORTH	
Serial Number:	97502794	TIER 0	
Serial Number:	97483823	OPTIMIZED DISTRIBUTED COMPUTING	
Serial Number:	97113122	LIFECYCLE MINING	
Registration Number:	6330581		
Serial Number:	88760298	TIER 0	
Registration Number:	6381411	MINERSENTRY	
Registration Number:	6190340	GET MINING	
Registration Number:	6039784		
CORRESPONDENCE DATA			
Fax Number:	2125935955		

CH \$240.00 6039780

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.

Phone: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 25th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	026219-0001
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NAME OF SUBMITTER:	Scott Kareff (026219-0001)
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SIGNATURE:	/EC FOR SK/
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DATE SIGNED:	12/13/2022
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Total Attachments: 5

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**INTELLECTUAL PROPERTY ASSIGNMENT
AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is executed and delivered as of December 12, 2022, by and among (i) Compute North LLC, Compute North SD, LLC, Compute North Texas LLC, CN Mining LLC, and CN Minden LLC, each a Delaware limited liability company (collectively, “Assignor”), and (ii) Foundry Digital LLC, a Delaware limited liability company (“Assignee”), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of November 19, 2022, herewith (the “Purchase Agreement”), by and among Assignor and Assignee. Capitalized terms used but not defined in this Agreement have the meanings given to them in the Purchase Agreement.

In connection with the transactions contemplated under the Purchase Agreement, Assignor has agreed to assign, transfer, convey and deliver to Assignee the Purchased Assets, including, without limitation, the registered and applied for intellectual property set forth on Schedule 1 attached hereto, and has agreed to execute and deliver this Agreement and the documents contemplated hereby for recording with any Governmental Entity, including the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing, the transactions contemplated by the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers, and Assignee hereby accepts, all of Assignor’s right, title and interest in, to and under the Purchased Intellectual Property free and clear of all Encumbrances, including, without limitation, the registered and applied for intellectual property set forth on Schedule 1, together with all of the goodwill associated therewith. The parties hereto acknowledge and agree that the assignment, transfer and conveyance of any intent-to-use applications hereunder is in connection with the sale and assignment of that portion of the business of Assignor to which the mark under such application pertains, and that such portion of the business is ongoing and existing.

2. Recordation and Further Actions. To the extent applicable, Assignor authorizes the Commissioner for Trademarks, the Register of Copyrights and any other governmental officials to record and register this Agreement. Assignor agrees to take other actions, including executing and delivering documents and other instruments, reasonably necessary to confirm, perfect and consummate the transactions contemplated hereby, including assisting Assignee with any domain name registration transfer procedures with the applicable domain name registrars.

3. Terms of the Purchase Agreement. This Agreement is being entered into in connection with the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the 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 conflict or inconsistency between

the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. No Waiver or Modification. Neither this Agreement nor any term hereof may be changed, waived, discharged, or terminated other than by an instrument in writing signed by Assignor and Assignee.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a portable document format (.pdf or similar format) data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

6. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns, including, in the case of Assignor, any trustee or estate representative appointed in the Chapter 11 Cases.

7. Governing Law. This agreement is to be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

Compute North LLC, a Delaware limited liability company

DocuSigned by:
By: Drake Harvey
75156D9531394BE...
Name: Drake Harvey
Title: President

Compute North SD, LLC, a Delaware limited liability company

DocuSigned by:
By: Drake Harvey
75156D9531394BE...
Name: Drake Harvey
Title: President

Compute North Texas LLC, a Delaware limited liability company

DocuSigned by:
By: Drake Harvey
75156D9531394BE...
Name: Drake Harvey
Title: President

CN Mining LLC, a Delaware limited liability company

DocuSigned by:
By: Drake Harvey
75156D9531394BE...
Name: Drake Harvey
Title: President

CN Minden LLC, a Delaware limited liability company

DocuSigned by:
By: Drake Harvey
75156D9531394BE...
Name: Drake Harvey
Title: President

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

Compute North LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Compute North SD, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Compute North Texas LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

CN Mining LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

CN Minden LLC, a Delaware limited liability company



By: _____
Name: _____
Title: _____

ASSIGNEE:

Foundry Digital LLC, a Delaware limited liability company

By: Michael Colyer
Name: Michael Colyer
Title: Chief Executive Officer

Schedule 1

	Owner	Mark	Status	App. No./ (Filing Date)	Reg. No./ (Reg. Date)
1.	Compute North LLC	COMPUTE NORTH	Registered	88/079084 08/15/2018	6039780 04/28/2020
2.	Compute North LLC	TIER 0	Pending	97/502794 07/14/2022	N/A
3.	Compute North LLC	OPTIMIZED DISTRIBUTED COMPUTING	Pending ITU	97/483823 06/30/2022	N/A
4.	Compute North LLC	LIFECYCLE MINING	Pending ITU	97/113122 11/08/2021	N/A
5.	Compute North LLC		Registered	90/020672 06/25/2020	6330581 04/20/2021
6.	Compute North LLC	TIER 0	Pending ITU	88/760298 01/15/2020	N/A
7.	Compute North LLC	MINERSENTRY	Registered	88/760313 01/15/2020	6381411 06/08/2021
8.	Compute North LLC	GET MINING	Registered	88/080607 08/16/2018	6190340 11/03/2020
9.	Compute North LLC		Registered	88/080624 08/16/2018	6039784 04/28/2020

	Registered Domain Name	Expiration Date
1.	computenorth.com	November 1, 2026
2.	computenorth.org	July 23, 2023
3.	computenorth.net	July 23, 2023
4.	computenorth.co	July 23, 2023
5.	computenorth.io	July 23, 2023