

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777500

|   |  |                       |   |
|---|--|-----------------------|---|
| <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>                        |
| CTPR LLC  |  | 12/30/2022            | Limited Liability Company:<br>PUERTO RICO |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Name:</b>  | Clevertch Partners LLC                             |                       |   |
| <b>Street Address:</b>  | 1345 Avenue of the Americas                        |                       |   |
| <b>Internal Address:</b>  | 33rd Floor   |                       |   |
| <b>City:</b>  | New York   |                       |   |
| <b>State/Country:</b>   | NEW YORK   |                       |   |
| <b>Postal Code:</b>   | 10105  |                       |   |
| <b>Entity Type:</b>   | Limited Liability Company: NEW YORK                |                       |   |
| <b>PROPERTY NUMBERS Total: 6</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 5007905  | CLEVERTECH            |   |
| <b>Registration Number:</b>   | 5007899  | CLEVERTECH            |   |
| <b>Registration Number:</b>   | 5007901  | CLEVERTECH            |   |
| <b>Registration Number:</b>   | 5007902  | CLEVERTECH            |   |
| <b>Serial Number:</b>   | 90315312   | REMOTENATIVE          |   |
| <b>Serial Number:</b>   | 90284497   | RESPONSIBLEREMOTE     |   |
| <b>CORRESPONDENCE DATA</b>  |  |                       |   |
| <b>Fax Number:</b>  | 2146653601   |                       |   |
| <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>Email:</b>   | newgentk@gtlaw.com                                 |                       |   |
| <b>Correspondent Name:</b>  | GREENBERG TRAURIG, LLP                             |                       |   |
| <b>Address Line 1:</b>  | 2200 ROSS AVENUE                                   |                       |   |
| <b>Address Line 2:</b>  | SUITE 5200   |                       |   |
| <b>Address Line 4:</b>  | DALLAS, TEXAS 75201                                |                       |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 193284.014200                                      |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Todd Basile  |                       |   |
| <b>SIGNATURE:</b>   | /Todd Basile/                                      |                       |   |

CH \$165.00 5007905

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 12/30/2022 |
|---------------------|------------|

**Total Attachments: 8**

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- source=CTPR to Clevertch IP Assignment - Executed Redacted#page2.tif
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- source=CTPR to Clevertch IP Assignment - Executed Redacted#page4.tif
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of December 30, 2022, is made by and between CTPR LLC, a Puerto Rico limited liability company (“**CTPR**”), and Clevertch Partners LLC, a New York limited liability company (“**Clevertch**”). CTPR and Clevertch are individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

**WHEREAS**, Pursuant to that certain membership interest purchase agreement (the “**Purchase Agreement**”) by and between Clevertch Inc., a New York corporation (“**Clevertch**”), Class 5 Advisors LLC, a New York limited liability company (“**Class 5**”), Jekutiel Shalev (“**Shalev**”, and together with Clevertch and Class 5, the “**Sellers**”) and CT BidCo, LLC, a Delaware limited liability company (“**Buyer**”), Sellers desire to sell all of the issued and outstanding limited liability membership interests in Assignor to Buyer;

**WHEREAS**, as part of the transactions contemplated by the Purchase Agreement, CTPR will become a subsidiary of Clevertch;

**WHEREAS**, in connection with foregoing, CTPR now wishes to assign to Clevertch all of CTPR’s right, title, and interest in and to various assets, including the Assigned IP (as defined below); and

**WHEREAS**, CTPR desires to assign to Clevertch, and Clevertch desires to receive, all of CTPR’s right, title and interest in and to such Assigned IP.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment**. CTPR hereby irrevocably and unconditionally conveys, transfers, and assigns to Clevertch, and Clevertch hereby accepts, all of CTPR’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) all patents, industrial designs, and any registrations and applications therefor in which CTPR has an ownership interest including, without limitation, those set forth on **Schedule 1** hereto, including all related provisionals, continuations, continuations-in-part, divisionals, reissues, renewals, and extensions, and all priority rights and rights under any international patent conventions, agreements or treaties, the United States or any other jurisdiction (the “**Patents**”);

(b) all trade names, logos, common law trademarks, and service marks, trademark, and service mark registrations and applications therefor in which CTPR has an ownership interest including, without limitation, those set forth on **Schedule 2** 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; provided that, with respect to the United States intent-to-use trademark applications set forth on **Schedule 2** hereto, the transfer of such applications accompanies, that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all copyrights, copyrightable works, copyright registrations, and applications therefor, and all databases and data collections, in which CTPR has an ownership interest including, without limitation, those set forth on **Schedule 3** hereto (the “**Copyrights**”);

(d) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, confidential information, Know-How, technology, technical data and customer lists, and all documentation relating to any of the foregoing, in which CTPR has an ownership interest including, without limitation, those set forth on **Schedule 4** hereto (the “**Trade Secrets**”);

(e) all domain names, URLs, other names and locators associated with the Internet and social media sites in which CTPR has an ownership interest including, without limitation, those set forth on **Schedule 5** hereto (the “**Domain Names**”);

(f) all (i) computer programs, operating systems, applications, firmware and code, including any and all software implementations of algorithms, models, and methodologies and any and all source code, object code, application programming interfaces, protocols, development and design tools, applets, compilers, and assemblers, (ii) databases and compilations, including any and all libraries, data, and collections of data, whether machine readable, on paper or otherwise, (iii) descriptions, flow-charts, and other work product used to design, plan, organize, and develop any of the foregoing, and (iv) all documentation, other works of authorship and media, including user manuals and training materials, relating to or embodying any of the foregoing or on which any of the foregoing is recorded, in each case in which CTPR has an ownership interest including, without limitation, those set forth on **Schedule 6** hereto (the “**Software**”);

(g) all licenses, sublicenses, and other agreements relating to inbound IP rights including, without limitation, those set forth on **Schedule 7** (the “**IP Agreements**”);

(h) all moral and economic rights of authors and inventors, in the foregoing;

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

(j) 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;

(k) all rights to prosecute and maintain the Assigned IP; and

(l) 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.** CTPR hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Cleverttech. Following the date hereof, upon Cleverttech’s

reasonable request, and at Cleverttech's sole cost and expense, CTPR shall take such steps and actions, and provide such cooperation and assistance to Cleverttech 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Cleverttech, or any Cleverttech successor thereto. CTPR also hereby irrevocably appoints Cleverttech and any of its officers as CTPR's attorney in fact to undertake such acts in CTPR's name.

**3. 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.

**4. 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.


**5. 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 shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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

**CTPR:**

CTPR LLC

By:  \_\_\_\_\_

Name: Jekutiel Shalev

Title: President

Address for Notices:

CTPR LLC.  
c/o Wilk Auslander LLP  
825 Eighth Avenue  
29<sup>th</sup> Floor  
New York, New York 10019  
Email:  
Attention: Mark S. Clyman, Esq.

**CLEVERTECH:**

Clevertech Partners LLC

By:  \_\_\_\_\_

Name: Jekutiel Shalev

Title: Chief Executive Officer

Address for Notices:

Clevertech Partners LLC  
c/o Wilk Auslander LLP  
825 Eighth Avenue  
29<sup>th</sup> Floor  
New York, New York 10019  
Email:  
Attention: Mark S. Clyman, Esq.

**SCHEDULE 2**

**TRADEMARKS**

| <b>Mark</b>       | <b>Country</b> | <b>Status</b> | <b>App / Reg No</b>                     | <b>Class</b> | <b>Owner</b> |
|-------------------|----------------|---------------|---|--------------|--------------|
| <b>CLEVERTECH</b> | U.S.           | Registered    | RN: 5007905<br>AN: 86851169             | 035          | CTPR,<br>LLC |
|                   | U.S.           | Registered    | RN: 5007899<br>AN: 86851144             | 042          | CTPR,<br>LLC |
|                   | Canada         | Registered    | RN: TMA974257<br>AN: 1785185            | 042          | CTPR,<br>LLC |
|                   | European Union | Registered    | WO1306556                               | 042          | CTPR,<br>LLC |
|                   | Israel         | Registered    | RN: 287454<br>AN: 287454<br>WO1306556   | 042          | CTPR,<br>LLC |
|                   | Australia      | Registered    | RN: 1792026<br>AN: 1792026<br>WO1306556 | 042          | CTPR,<br>LLC |
| <b>clevertch</b>  | U.S.           | Registered    | RN: 5007901<br>AN: 86851152             | 042          | CTPR,<br>LLC |
|                   | U.S.           | Registered    | RN: 5007902<br>AN: 86851144             | 035          | CTPR,<br>LLC |

|                   |                |            |   |     |              |
|-------------------|----------------|------------|---|-----|--------------|
|                   | Canada         | Registered | RN: TMA972657<br>AN: 1785186            | 042 | CTPR,<br>LLC |
|                   | European Union | Registered | WO1313623                               | 042 | CTPR,<br>LLC |
|                   | Israel         | Registered | RN: 288673<br>AN: 288673<br>WO1313623   | 042 | CTPR,<br>LLC |
|                   | Australia      | Registered | RN: 1802378<br>AN: 1802378<br>WO1313623 | 042 | CTPR,<br>LLC |
| REMOTENATIVE      | U.S.           | Pending    | AN: 90315312                            | 042 | CTPR,<br>LLC |
|                   | Canada         | Pending    | AN: 2122248<br>WO1602990                | 042 | CTPR,<br>LLC |
|                   | European Union | Registered | WO1602990                               | 042 | CTPR,<br>LLC |
|                   | Israel         | Registered | RN: 341737<br>AN: 341737<br>WO1602990   | 042 | CTPR,<br>LLC |
|                   | Australia      | Registered | RN: 2196397<br>AN: 2196397<br>WO1602990 | 042 | CTPR,<br>LLC |
| RESPONSIBLEREMOTE | U.S.           | Pending    | AN: 90284497                            | 042 | CTPR,<br>LLC |
|                   | Canada         | Pending    | AN: 2116481<br>WO1597698                | 042 | CTPR,<br>LLC |
|                   | European Union | Registered | WO1597698                               | 042 | CTPR,<br>LLC |
|                   | United Kingdom | Registered | WO0000001597698                         | 042 | CTPR,<br>LLC |
|                   | Israel         | Registered | RN: 340723<br>AN: 340723<br>WO1597698   | 042 | CTPR,<br>LLC |
|                   | Australia      | Registered | RN: 2188844<br>AN: 2188844<br>WO1597698 | 042 | CTPR,<br>LLC |



