

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Octo Consulting Group, LLC		02/13/2023	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	International Business Machines Corporation		
Street Address:	New Orchard Road		
City:	Armonk		
State/Country:	NEW YORK		
Postal Code:	11104		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88614411	FORT	
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:	4128180096		
Email:	ibmtm@us.ibm.com		
Correspondent Name:	Cameron Meindl		
Address Line 1:	1 North Castle Drive		
Address Line 2:	Intellectual Property - Trademarks		
Address Line 4:	Armonk, NEW YORK 11104		
NAME OF SUBMITTER:	Cameron Meindl		
SIGNATURE:	/Cameron Meindl/		
DATE SIGNED:	02/15/2023		
Total Attachments: 14			
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AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into effective as of December 23, 2022 (the "Effective Date") by and between:

International Business Machines Corporation *aka* IBM Corp. a New York corporation having its headquarters at New Orchard Road, Armonk NEW YORK 10504 ("IBM"),

and

Octo Consulting Group, LLC a Virginia corporation located at 10780 Parkridge Blvd, 4th Floor, Reston, Virginia 20191 ("OCTO CONSULTING").

IBM and OCTO CONSULTING are collectively referred to hereinafter as the "Parties" and sometimes individually referred to as a "Party".

RECITALS

- A. The Parties are members of a group of affiliated companies engaged in the research, development, manufacturing, marketing, distribution and sale of technology and innovation products, services and systems (the "Group").
- B. IBM is the holder of legal title to various intellectual property rights which are exploited by affiliated companies throughout the entire Group for their economic and business benefit, including, in particular, certain trademark and service mark rights, related to the research and development, manufacture, marketing, distribution, and sale of certain technology products; and IBM undertakes the protection, management, prosecution and enforcement of said intellectual property for the benefit of the Group.
- C. The Parties agree that the intention of this Agreement is that OCTO CONSULTING assign to IBM legal title to the Trademarks identified on Exhibit A, while retaining in OCTO CONSULTING to the widest extent possible all the economic benefits and burdens associated with the Trademarks insofar as they relate to the Territory, including without limitation the exclusive right and license to use such Trademarks in the research and development, manufacture, marketing, distribution, and sale of products and services (as defined herein) within the Territory.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants of the Parties herein contained, IBM and OCTO CONSULTING agree as follows.

ARTICLE 1

Section 1 - Definitions

For purposes of this Agreement, the following terms shall have the meanings and definitions set forth below.

"Affiliate" means, with respect to a Party, any entity that directly or indirectly controls or is controlled by such Party, or is under common control with such Party, and any entity that is a Party is excluded from this

definition. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, more than fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

“Confidential Information” means with respect to each Party, all materials, trade secrets or other information or data, including without limitation, any proprietary information and materials (whether or not patentable, registrable as a trademark, copyrightable or protectable as a trade secret) regarding a Party’s technology, products, business information or objectives, which is disclosed orally, visually, in writing or in other form by a Party to the other Party. Confidential Information does not include such materials, information or data which the receiving Party can demonstrate by competent evidence (each, a “Confidentiality Exception”):

- a) was known by the receiving Party or its Affiliates or Sublicensees prior to its date of disclosure to the receiving Party; or
- b) is in the public domain by use and/or publication before its receipt from the disclosing Party or thereafter enters the public domain through no fault of the receiving Party or its Affiliates or Sublicensees; or
- c) either before or after the date of the disclosure to the receiving Party or its Affiliates or Sublicensees is lawfully disclosed to the receiving Party by a Third Party(ies) not in violation of any obligation to the disclosing Party; or
- d) is independently developed by or for the receiving Party or its Affiliates or Sublicensees without reference to or reliance upon the other Party’s Confidential Information.

“Territory” means worldwide.

“Third Party(ies)” means any individual or entity other than IBM, OCTO CONSULTING and their respective Affiliates.

“Trademark Assignments” means those assignments of the Trademarks in form and substance agreed to by the Parties in writing and necessary or useful to transfer record title to the Trademarks to IBM.

“Trademarks” means trademarks, service marks, corporate names, certification marks, collective marks, Internet domain names, logos, slogans, product configuration rights, business symbols, brand names, certification marks, trade dress, trade names, service names, and other indicia of source or origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same, existing as of the Effective Date and identified on Exhibit A and used on or in connection with any of the products and services for which the marks on Exhibit A have been registered or for which registration has been applied with the relevant government authority as well as any other indicia of source or origin acquired or developed by OCTO CONSULTING after the Effective Date and used on or in connection with any of the products pursuant to Section 3.5.

Additional Definitions. Each of the following definitions is set forth in the Section of this Agreement indicated below:

DEFINITION	SECTION
Agreement	Preamble
Approvals	10.1

Breaching Party	7.2
Effective Date	Preamble
IBM	Preamble
OCTO CONSULTING	Preamble
Non-Breaching Party	7.2
Party(ies)	Preamble
Term	7.1

ARTICLE 2

Section 2 - Grant of Legal Title to the Trademarks

2.1 Assignment. In exchange and consideration for obligations of IBM as set forth in this Agreement, on and as of the Effective Date and subject to Section 2.2, OCTO CONSULTING hereby assigns legal ownership and title to the Trademarks to IBM pursuant to and on the terms of the Trademark Assignments and delivers same to IBM, each duly executed by OCTO CONSULTING, together with any and all other documents, sufficient, necessary or useful in order for IBM to record IBM as the legal title holder of each such Trademark in any government office or similar or comparable agency, office, register, or registrar in any country or jurisdiction for all purposes, including so that any such office may issue any trademark registration, certificate, document in such jurisdiction in the name of IBM, and so that IBM may prosecute and enforce such Trademarks to the fullest extent possible. IBM hereby accepts such grant of title to the Trademarks, pursuant to and on the terms of those Trademark Assignments, and agrees to take any and all action as necessary or useful to record itself as the holder of title to the Trademarks in such jurisdictions.

2.2 Retention of License-back. Notwithstanding the assignment of the Trademarks set forth in Section 2.1, the Parties agree that their intention is that OCTO CONSULTING retains exclusively all economic and beneficial interests in the Trademarks throughout the Territory for the Term, and accordingly IBM expressly licenses and grants back to OCTO CONSULTING on and as of the Effective date the exclusive right and license to use the Trademarks in the research and development, manufacture, marketing, distribution, and sale of products and services throughout the Territory for the Term, including the right to sublicense any and all rights in the Trademarks in its sole discretion, subject to the terms of this Agreement.

Section 3 - Covenants of IBM and OCTO CONSULTING

3.1 General IBM Obligations. At OCTO CONSULTING's request, IBM shall make available to OCTO CONSULTING such information, data and documents as are reasonably requested by OCTO CONSULTING to utilize the Trademarks to its fullest advantage in accordance with the terms of this Agreement.

3.2 General OCTO CONSULTING Obligations. OCTO CONSULTING will fully cooperate with IBM to ensure that IBM will not be in violation of any provisions of any agreements with any Third Parties by reason of the transactions contemplated hereunder and OCTO CONSULTING's use of the Trademarks hereunder.

3.3 Quality Control. IBM shall be responsible for exercising quality control over the use of the Trademarks by OCTO CONSULTING and its sublicensees. To that end OCTO CONSULTING shall ensure that the Trademarks are affixed to products and services manufactured or produced by OCTO CONSULTING, IBM, either of their Affiliates, sublicensees or contractors strictly in accordance with the trademark standards, quality controls and other specifications developed and communicated by IBM to OCTO CONSULTING from time to time. Upon IBM's request, OCTO CONSULTING shall furnish IBM with

samples of products and all packaging, advertising, marketing and other materials and documentation manufactured or produced by OCTO CONSULTING, IBM, either of their Affiliates, sublicensees or contractors which bear the Trademarks to ensure compliance with such standards and specifications. If, in IBM's reasonable opinion, any such products or services fail to conform to the specifications and/or documentation therefor, IBM shall promptly notify OCTO CONSULTING of such non-conformity and the Parties shall work together to correct such deficiencies. OCTO CONSULTING agrees that any sublicense granted or authorized by OCTO CONSULTING shall be subject to such same trademark standards, quality controls, specifications and requirements as described herein. Upon reasonable prior written notice from IBM, OCTO CONSULTING shall permit IBM's representatives, during normal business hours, to inspect OCTO CONSULTING's and its sublicensees' and contractors' facilities and review OCTO CONSULTING's and its sublicensees' books and records, as reasonably necessary in order to permit IBM to perform its quality control responsibilities and to confirm OCTO CONSULTING's and its sublicensees' compliance with their obligations under this section.

3.4 Amendment of Exhibit. The Parties agree that the Exhibit to this Agreement may be amended from time to time to reflect information that may arise or be discovered during the normal course of business or to correct any error or omission in any Exhibit. Any such modification to any Exhibit to this Agreement shall be documented in a written amendment to this Agreement executed by both Parties.

3.5 Future Trademarks. Any and all Trademarks acquired or developed by OCTO CONSULTING after the Effective Date shall be assigned to or applied for and registered by and in the name of IBM and shall be licensed-back to OCTO CONSULTING pursuant to the terms of Section 2.2 and subject to the other terms and conditions of this Agreement.

ARTICLE 3

Section 4 - Confidential Information

4.1 Confidentiality. During the term of this Agreement, each Party shall (a) maintain in confidence the Confidential Information of the other Party, (b) shall not use or grant the use of the Confidential Information of the other Party except as expressly permitted herein, and (c) shall not disclose the Confidential Information of the other Party except on a need-to-know basis to such Party's Affiliates, directors, officers, employees, sublicensees, customers, and consultants, to the extent such disclosure is reasonably necessary in connection with such Party's activities as expressly authorized by this Agreement. To the extent that disclosure to any Third Party is authorized by this Agreement, prior to disclosure, a Party shall obtain written agreement of such Third Party to hold in confidence and not disclose, use or grant the use of the Confidential Information of the other Party except as expressly permitted under this Agreement. Each Party shall notify the other Party promptly upon discovery of any unauthorized use or disclosure of the other Party's Confidential Information.

4.2 Additional Permitted Disclosures. Without the prior consent of the other Party, neither Party shall disclose any terms or conditions of this Agreement to any Third Party, other than that OCTO CONSULTING holds an exclusive license to the Trademarks for the Territory; provided, however, that a Party may disclose the terms or conditions of this Agreement, (a) on a need-to-know basis to its legal and financial advisors to the extent such disclosure is reasonably necessary, (b) to various individual country trademark offices as may be required under specific country trademark laws, and (c) to a Third Party in connection with (i) an equity investment in such Party, (ii) a merger, consolidation or similar transaction by such Party, or (iii) the sale of all or substantially all of the assets of such Party.

4.3 Compelled Disclosure. The confidentiality obligations under this Section shall not apply to the extent that a Party is required to disclose information by applicable law, regulation or order of a

governmental agency or a court of competent jurisdiction; provided, however, that such Party shall first provide written notice thereof to the other Party, consult with the other Party with respect to such disclosure and provide the other Party sufficient opportunity to object to any such disclosure or to seek confidential treatment thereof.

4.4 Duration of Obligations. The obligations of confidentiality set forth in this Section shall apply during the term of this Agreement and shall remain in force and effect until such time that the Confidential Information disclosed hereunder is publicly disclosed and becomes a part of the public domain other than through acts or omissions of the receiving Party.

Section 5 - Intellectual Property Rights

5.1 Title to and Reservation of Rights. The Parties acknowledge that IBM holds legal ownership and title in and to all Trademarks licensed to OCTO CONSULTING hereunder, but OCTO CONSULTING holds the exclusive right and license to exploit the Trademarks throughout the Territory during the Term, including as against IBM. Notwithstanding the foregoing OCTO CONSULTING shall not take any action which may adversely affect or impair the Trademarks.

5.2 Cooperation. IBM shall take such actions, and OCTO CONSULTING shall provide IBM with such assistance, as IBM shall see fit and/or OCTO CONSULTING shall reasonably request, in order to perfect, protect and enforce the Trademarks throughout the Territory, at the cost of OCTO CONSULTING. All of the products and services manufactured/produced, marketed, promoted, distributed and/or sold by OCTO CONSULTING hereunder shall bear such proprietary rights notices as IBM shall designate. IBM shall have the right and responsibility, to prepare, file, prosecute and maintain all trademark applications and registrations with respect to the Trademarks in the Territory, at OCTO CONSULTING's expense. OCTO CONSULTING will assist IBM in recording a memorandum of license or registered user agreement with appropriate trademark offices of governmental authorities as the Parties may deem appropriate for the protection and enforcement of the Trademarks.

5.3 Infringement. OCTO CONSULTING will provide IBM with prompt notice of any and all infringements or unauthorized uses by any Third Party of any of the Trademarks within the Territory that come to the attention of OCTO CONSULTING. If IBM determines to take enforcement action, OCTO CONSULTING shall be solely responsible for all costs of taking actions, in the courts, administrative agencies or otherwise, to prevent or enjoin any and all such infringements and unauthorized uses of the Trademarks in the Territory. Each Party shall, at OCTO CONSULTING's expense, furnish the other with such assistance as the other may reasonably request in connection with any such action to prevent or enjoin any such infringement or unauthorized use of any of the Trademarks including without limitation acting as the sole or joint claimant or plaintiff in any lawsuits or other proceedings, as permitted or required under applicable law.

Section 6 - General Representations and Warranties.

6.1 Representations and Warranties: Each Party represents and warrants to the other that, as of the Effective Date, the following.

(a) Organization. It is a company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite power and authority, company and otherwise, to execute, deliver and perform this Agreement.

(b) Authorization. The execution and delivery of this Agreement, and the performance by it of the transactions contemplated hereby, have been duly authorized by all necessary company action and will not violate (a) such Party's governing instruments, including its certificate of formation, limited liability

company or operating agreement or articles of association or by-laws, (b) any agreement, instrument or contractual obligation to which such Party is bound in any material respect, (c) any requirement of applicable law, or (d) any order, writ, judgment, injunction, decree, determination or award of any court or governmental agency presently in effect applicable to such Party.

(c) Binding Agreement. Assuming due authorization, execution and delivery on the part of the other Party, this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6.2 DISCLAIMER OF WARRANTIES-LICENSOR. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TRADEMARKS, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING VALIDITY, ENFORCEABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. TO AVOID ALL DOUBT, THE TRADEMARKS ARE LICENSED FROM IBM TO OCTO CONSULTING "AS IS."

ARTICLE 4

Section 7 - Term and Termination

7.1 This Agreement shall enter into effect on the Effective Date, and shall remain in full force and effect for a term of five years (excluding the Assignment in Section 2.1, which is not term limited), unless earlier terminated in accordance with the terms herein ("Initial Term"), and shall be automatically be renewed for successive periods of five years, unless earlier terminated in accordance with the terms herein (each a "Renewal Term" and with the "Initial Term" the "Term") unless either Party shall have provided the other with written notice at least thirty (30) days prior to the expiration date of the then effective Initial Term or Renewal Term of its determination not to renew for a further Renewal Term.

7.2 In the event that either Party (the "Breaching Party") shall commit any material breach or default of any of its obligations under this Agreement, the other Party (the "Non-Breaching Party") may give the Breaching Party written notice thereof and demand that such breach or default be cured immediately. If the Breaching Party fails to cure such breach or default within thirty (30) calendar days after the date of the Non-Breaching Party's written notice hereunder, the Non-Breaching Party may terminate this Agreement immediately upon giving written notice of termination hereof to the Breaching Party. Any such termination shall not include the Assignment in Section 2.1, which is not term limited.

7.3 To the extent permitted under applicable law, IBM may terminate this Agreement (except for the Assignment in Section 2.1) by written notice, to take effect immediately upon receipt thereof by OCTO CONSULTING in the event that: (a) OCTO CONSULTING goes into bankruptcy, voluntary or involuntary dissolution, is declared insolvent, makes an assignment for the benefit of creditors, or suffers the appointment of a receiver or trustee over all or substantially all of its assets or properties; or (b) as to any jurisdiction, any Third Party appropriates and/or acquires by law, regulation, order or any other involuntary means the intellectual property rights embodied in or related to any of the Trademarks, including, without limitation, through expropriation, or attempts to undertake such action; and such termination shall relate only to OCTO CONSULTING's right and license hereunder with respect to the jurisdiction in which such involuntary appropriation or taking occurs.

7.4 This Agreement shall automatically terminate effective immediately as to any jurisdiction before any law, regulation or governmental order is enacted or issued in such jurisdiction, which, in the reasonable opinion of IBM, jeopardizes or impairs the enforceability of any of the Trademarks in such jurisdiction within the Territory, unless OCTO CONSULTING, upon written request from IBM, agrees to refrain from utilizing the Trademarks in such jurisdiction.

7.5 Upon expiration or termination of this Agreement for any reason whatsoever, OCTO CONSULTING shall cease all use of the Trademarks, *except that* OCTO CONSULTING may use such Trademarks as reasonably required to continue to sell or otherwise dispose of OCTO CONSULTING's existing inventory of the products manufactured/produced by OCTO CONSULTING or its contractors bearing the Trademarks.

7.6 Subject to the provisions of Section 7.5 hereof, after the date of expiration or termination hereof, OCTO CONSULTING shall destroy or return to IBM or its designee, at IBM's discretion, all copies of all advertising and promotional materials and other documents and other materials that contain or embody any of the Trademarks that are in the possession of OCTO CONSULTING as of the date of termination.

7.7 Either Party may terminate this Agreement (excluding the Assignment in Section 2.1) for any reason or no reason with ninety (90) days prior written notice to the other Party.

7.8 This Agreement shall automatically terminate as to any Trademarks which are assigned or otherwise transferred by IBM to any other Party, whether to an Affiliate or a Third Party.

7.8 Termination of this Agreement for any reason whatsoever shall not relieve OCTO CONSULTING of its obligations under Section 4 (Confidential Information), Section 5 (Intellectual Property Rights), Section 7 (Term and Termination), Section 8 (Damages Limitation) or Section 10 (Compliance with Applicable Laws) of this Agreement. In no event shall any termination of this Agreement in whole or in part affect the assignment of the Trademarks described in Section 2.1.

Section 8 – Damages Limitation

8.1 No Consequential Damages. IN NO EVENT SHALL A PARTY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY ARISING OUT OF THIS AGREEMENT OR THE EXERCISE OF ITS RIGHTS HEREUNDER, INCLUDING WITHOUT LIMITATION LOST PROFITS ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES. NOTHING IN THIS SECTION 8 IS INTENDED TO LIMIT OR RESTRICT (A) THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF EITHER PARTY OR (B) DAMAGES ARISING FROM A BREACH OF EACH PARTY'S CONFIDENTIALITY OBLIGATIONS.

ARTICLE 5

Section 9 - Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Upon prior written notice to IBM, OCTO CONSULTING may assign its rights or delegate its duties under this Agreement, either in whole or in part, to any Affiliate, provided, that OCTO CONSULTING shall remain liable to IBM for the performance and observance of all duties and obligations hereunder by such assignee. Upon prior written notice to OCTO CONSULTING, IBM may assign its rights or delegate its duties under this Agreement, either in whole or in part, to any Affiliate or to a Third Party, provided, that IBM shall remain liable to OCTO CONSULTING for the performance and observance of all

duties and obligations hereunder by such assignee.

Section 10 - Compliance with Applicable Laws

10.1 In the exercise of their respective rights and the performance of their respective obligations under this Agreement, each Party shall comply with all applicable laws, regulations and governmental orders. OCTO CONSULTING shall, at its own expense, obtain and maintain in full force and effect throughout the continuance of this Agreement, all licenses, permits, authorizations, approvals and government filings and registrations (“Approvals”) necessary or appropriate for the exercise of its rights and the performance of its obligations hereunder, excluding Trademark registrations. Upon termination of this Agreement, OCTO CONSULTING shall transfer all such Approvals to IBM, or to such other Third Party as IBM may designate, to the extent permitted under applicable laws.

10.2 Without limiting the generality of Section 10.1, OCTO CONSULTING acknowledges and agrees that the products and services, and Confidential Information are subject to export controls, including, without limitation, those of the United States. OCTO CONSULTING shall strictly comply with all applicable laws and regulations related to such products and services, and Confidential Information, including, without limitation, U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774, and all licenses and authorizations issued under such laws and regulations, and the Parties shall fully cooperate with each other in securing any export license and authorizations required thereby. OCTO CONSULTING agrees that it shall not, and shall cause its representatives, employees, agents, contractors and customers to agree not to, export, re-export, divert, release, transfer, or disclose any such products and services, or Confidential Information, or any direct product thereof, to any prohibited or restricted destination, end-use or end user, except in accordance with all relevant export control laws and regulations. OCTO CONSULTING shall make its records available to IBM upon reasonable request to permit IBM to confirm OCTO CONSULTING’s compliance with its obligations as set forth in this Section 10.2. OCTO CONSULTING’s obligations as set forth in this Section 10.2 shall survive expiration or termination of this Agreement for any reason whatsoever.

10.3 Each Party agrees that it shall comply fully with all applicable anti-corruption and anti-bribery laws, including, but not limited to, the United States Foreign Corrupt Practices Act. Without limiting the generality of the foregoing obligation, each Party agrees that it shall not make, authorize, offer or promise to make or give any money or any other thing of value, directly or indirectly, to any government official or employee, political party, or candidate for political office for the purpose of securing any improper or unfair advantage or obtaining or retaining business in connection with the activities contemplated hereunder.

ARTICLE 6

Section 11 - Governing Law

This Agreement (and any claims or disputes arising out of or related thereto or to the transactions contemplated thereby or to the inducement of a Party to enter therein, whether for breach of contract, tortious conduct, or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and interpreted in accordance with the internal laws of the State of New York, including all matters of construction, validity and performance, and in each case without regard to its conflicts of laws rules that might lead to the application of the laws of any other jurisdiction. Notwithstanding the foregoing, questions affecting the construction and effect of any Trademark shall be determined by the law of the country in which the Trademark registration or other Trademark rights shall have been granted or arisen.

ARTICLE 7

Section 12- General Provisions

12.1 Independent Contractors. In the exercise of their respective rights, and the performance of their respective obligations under this Agreement, the Parties are, and shall remain, independent contractors. Nothing in this Agreement shall be construed (a) to constitute the Parties as principal and agent, franchisor and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (b) to authorize either Party to enter into any contract or other binding obligation on the part of the other Party, and neither Party shall represent to any Third Party that it is authorized to enter into any such contract or other obligation on behalf of the other Party.

12.2 Waivers. Either Party's failure to assert any of its rights hereunder, including but not limited to the right to terminate this Agreement due to a breach or default by the other Party, shall not be deemed to constitute a waiver by that Party of its right thereafter to enforce any other provision of this Agreement in accordance with its terms.

12.3 Subject Headings. The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

12.4 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to a final judicial decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms. In the event of such partial invalidity, the Parties shall seek in good faith to agree on replacing any such legally invalid provision with a provision which, in effect, will most nearly and fairly approach the intended effect of the invalid provision.

12.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

12.6 Notices. All notices, reports, invoices and other communications between the Parties shall be in writing and sent by facsimile or email, by registered mail, postage prepaid and return receipt requested, or by overnight courier. All such communications shall be sent to a Party at the address of which the receiving Party has given prior notice to the sending Party. All such communications shall be effective upon receipt by the sender of confirmation of the delivery, or where no such confirmation is possible, when received.

12.7 Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating to the same subject matter. No modification, amendments or supplements to this Agreement shall be effective for any purpose unless in writing and signed by each Party. Approvals or consents hereunder of a Party shall also be in writing.

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The Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

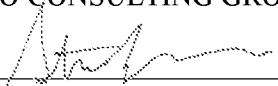
INTERNATIONAL BUSINESS MACHINES CORPORATION

By: _____

Name: Valerie Calloway

Title: Chief Trademark Counsel

OCTO CONSULTING GROUP, LLC

By:  _____

Name: Stacy Zelensky

Title: VP, Contracts

Exhibit A

Trademark	Country	App. No.
FORT	US	88/614411

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Assignment Agreement”), effective on December 23, 2022 (“Effective Date”), is made and entered into by and between Octo Consulting Group, LLC, a Virginia corporation located at 10780 Parkridge Blvd, 4th Floor, Reston, Virginia 20191 (“Assignor”), and International Business Machines Corporation, a New York corporation located at New Orchard Road, Armonk, New York 10504-1785 (“Assignee”).

WHEREAS, the Assignor represents and warrants it has adopted, used and is using; and is the sole owner of the rights, title and interest, including the goodwill associated therewith, in and to the trademarks on the attached list and is assigning the trademarks in the identified applications and registrations as part of the entire business or portion thereof to which the trademarks pertain as required by the applicable laws or regulations;

WHEREAS, Assignee is desirous of acquiring said trademarks and trademark applications and registrations thereof:

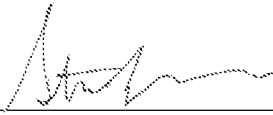
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor hereby irrevocably assigns, transfers and conveys to the Assignee, its successors, assigns or other legal representatives, rights, title and interest in and to the said trademarks and trademark applications and registrations, with the goodwill of the business symbolized by the marks in the applicable jurisdictions.

This Assignment Agreement is executed as of the Effective Date set forth above.

[SIGNATURES IN NEXT PAGE]

ASSIGNOR

OCTO CONSULTING GROUP, LLC by its authorized representative

By:  2/13/2023
(Signature) *(Date)*

Name: Stacy Zelensky

Title: VP, Contracts

ASSIGNEE

INTERNATIONAL BUSINESS MACHINES CORPORATION by its authorized representative

By: _____
(Signature) *(Date)*

Name: Valerie Calloway

Title: Chief Trademark Counsel

LIST OF TRADEMARKS

Trademark	Country	App. No.
FORT	US	88/614411