

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807485

<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>
Basis Technology Corporation		12/20/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BasisTech LLC		
<b>Street Address:</b>	1060 Broadway		
<b>City:</b>	Somerville		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02144		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2397715	BASIS TECHNOLOGY	
<b>Registration Number:</b>	2377713	BASIS TECHNOLOGY	
<b>Registration Number:</b>	5659903	CYBER TRIAGE	
<b>Registration Number:</b>	5924311	KONASEARCH	
<b>Registration Number:</b>	3303485	GEOSCOPE	
<b>Registration Number:</b>	2565803	WE PUT THE WORLD IN THE WORLD WIDE WEB	
<b>Registration Number:</b>	3422432	WE PUT THE WORLD IN THE WORLD WIDE WEB	
<b>Serial Number:</b>	97661492	BASIS TECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173053198		
<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>Phone:</b>	6175893898		
<b>Email:</b>	mail@davismalm-docketing.com		
<b>Correspondent Name:</b>	Richard L. Sampson		
<b>Address Line 1:</b>	One Boston Place		
<b>Address Line 2:</b>	37th floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02108		
<b>NAME OF SUBMITTER:</b>	Richard L. Sampson		
<b>SIGNATURE:</b>	/rls/		

OP \$215.00 2397715

<b>DATE SIGNED:</b>	05/02/2023
---------------------	------------

**Total Attachments: 6**

- source=2023-04-26 IP Assignment (Basis Technology Corp to BasisTech LLC) - FE#page1.tif
- source=2023-04-26 IP Assignment (Basis Technology Corp to BasisTech LLC) - FE#page2.tif
- source=2023-04-26 IP Assignment (Basis Technology Corp to BasisTech LLC) - FE#page3.tif
- source=2023-04-26 IP Assignment (Basis Technology Corp to BasisTech LLC) - FE#page4.tif
- source=2023-04-26 IP Assignment (Basis Technology Corp to BasisTech LLC) - FE#page5.tif
- source=2023-04-26 IP Assignment (Basis Technology Corp to BasisTech LLC) - FE#page6.tif

## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Assignment”) is made as of December 20, 2022 (the “Effective Date”), by and between Basis Technology Corporation, a Delaware corporation (“Assignor”), and BasisTech LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Restructuring Agreement.

**WHEREAS**, pursuant to, and subject to the terms, conditions and obligations of, that certain Restructuring Agreement, dated as of November 18, 2022, by and among PT Parent, Inc., a Delaware corporation, Assignor, Assignee, Carl W. Hoffman Trust of 2014, a revocable trust and Carl Hoffman, an individual resident in the Commonwealth of Massachusetts (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Restructuring Agreement”), Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, all of Assignor’s right, title and interest in and to the patent, trade names, trademarks, and trademark registrations identified on Schedule A, attached hereto and incorporated herein by reference (the “Intellectual Property”); and

**WHEREAS**, in connection with the Closing, Assignor and Assignee desire to execute and deliver this Agreement pursuant to, and in accordance with, Section 2.01 of the Restructuring Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor does hereby sell, assign and transfer unto Assignee all right, title and interest in and to the Intellectual Property, together with (a) all corresponding registrations of the Intellectual Property (including any such registration identified in Schedule A), and (b) the goodwill of the business symbolized by the Intellectual Property and any registrations thereof. This Assignment is effective as of the Effective Date.

2. **Recordation**. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Intellectual Property registered in the corresponding jurisdiction.

3. **Relation to Restructuring Agreement**. This Assignment is subject in all respects to the terms and conditions of the Restructuring Agreement, and all of the representations, warranties, covenants and agreements of Assignor and Assignee contained therein, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Restructuring Agreement. Nothing contained herein shall supersede, amend, alter or modify (nor shall it be deemed or construed to supersede, amend, alter or modify) any of the terms or conditions of the Restructuring Agreement in any manner whatsoever. If the provisions of this Assignment and the provisions of the Restructuring Agreement conflict, the provisions of the Restructuring Agreement shall prevail.

4. Incorporated Terms. The following provisions of the Restructuring Agreement are hereby incorporated by reference into this Assignment, *mutatis mutandis* (except that references therein to the Restructuring Agreement shall be deemed to be references to this Assignment, unless context clearly dictates otherwise): Sections 1.02 (Interpretation), Section 8.06 (Extension, Waiver), Section 8.07 (Notices), Section 8.08 (Counterparts), Section 8.09 (Severability), 8.10 (Governing Law) and Section 8.11 (Waiver of Jury Trial).

*[Signature Page Follows]*

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

ASSIGNOR:

Basis Technology Corporation

By: 

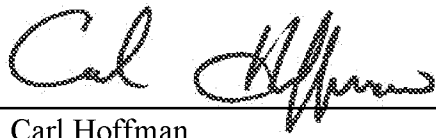
---

Name: Jonathan Cassady  
Title: General Counsel

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

ASSIGNEE:

BasisTech LLC

By:   
Name: Carl Hoffman  
Title: Manager

**Schedule A**

<b>Patents</b>	<b>Title</b>	<b>Country</b>	<b>Serial Number</b>	<b>Patent Number</b>
	Forensic Feature Extraction and Cross Drive Analysis	US	11/470,517	7,779,032
<b>Trademarks</b>	<b>Mark</b>	<b>Country</b>	<b>Serial Number</b>	<b>Reg. Number</b>
	BASIS TECHNOLOGY	US	75821152	2397715
	BASIS TECHNOLOGY	US	75824213	2377713
	BASIS TECHNOLOGY	Australia		1006531
	BASIS TECHNOLOGY	Canada	1,433,405	770986
	BASIS TECHNOLOGY	EC (Community Trademark)		3968741
	BASIS TECHNOLOGY	UK		UK00903968741
	BASIS TECHNOLOGY	Japan		4501422
	CYBER TRIAGE + logo	US	87922318	5659903
	CYBER TRIAGE + logo	EU, Japan, Israel, Korea, (Madrid Protocol)	A0079175	1433119
	CYBER TRIAGE + logo	Japan		1433119
	CYBER TRIAGE + logo	Israel		1433119
	CYBER TRIAGE + logo	EU		1433119
	CYBER TRIAGE + logo	UK		UK00801433119
	CYBER TRIAGE + logo	Korea	40-2021-0180159	
	KonaSearch	US	88182840	5924311
	KonaSearch	Madrid Protocol		1441231

*[Schedule A to Intellectual Property Assignment Agreement]*

	KonaSearch	EU		1441231
	KonaSearch	Israel		1441231
	KonaSearch	Japan		1441231
	KonaSearch	UK		UK00801441231
	GEOSCOPE US	GEOSCOPE US	78494768	3303485
	GEOSCOPE	EC (Community Trademark)		4182317
	WE PUT THE WORLD IN THE WORLD WIDE WEB	US	75831422	2565803
	WE PUT THE WORLD IN THE WORLD WIDE WEB	US	77261826	3422432
	BasisTech (+logo)	US	97661492	
	Viking	Unregistered		

*[Schedule A to Intellectual Property Assignment Agreement]*

US-DOCS\140951982.2

**RECORDED: 05/02/2023**

**TRADEMARK  
REEL: 008057 FRAME: 0581**