

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guy Ravine		06/30/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Open Artificial Intelligence Inc.		
Street Address:	95 3rd Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5258002	OPEN AI	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	TMADMIN@GOODWINLAW.COM		
Correspondent Name:	Goodwin Procter LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	07/10/2023		
Total Attachments: 2			
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TRADEMARK REGISTRATION ASSIGNMENT

This TRADEMARK REGISTRATION ASSIGNMENT (this "Trademark Assignment") is made by Guy Ravine, a California resident ("Assignor"), and Open Artificial Intelligence Inc., a Delaware corporation with an office at 95 3rd Street, San Francisco, California, 94103 ("Assignee").

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to U.S. Trademark Registration No. 5,258,002 for OPEN AI (the "Trademark Properties"), together with the goodwill of the business symbolized by the Trademark Properties.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, receipt of which is acknowledged, Assignor hereby irrevocably conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) all right, title and interest in and to the Trademark Properties, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark Properties;

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

(c) 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; and

(d) 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Trademark Properties to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of
June 30, 2023

ASSIGNOR:

Guy Ravine

DocuSigned by:
Guy Ravine
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ASSIGNEE:

Open Artificial Intelligence Inc.

DocuSigned by:
Guy Ravine
By _____
1AA6A27162A4452...
Name: **Guy Ravine**
Title: **President**