

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM854097

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <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> |
| Kronologic, Inc.  |  | 11/15/2023            | Corporation:       |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | Testa Inc.   |                       |                    |
| <b>Street Address:</b>  | 2824 Real Street                                   |                       |                    |
| <b>City:</b>  | Austin   |                       |                    |
| <b>State/Country:</b>   | TEXAS  |                       |                    |
| <b>Postal Code:</b>   | 78722  |                       |                    |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                    |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Serial Number:</b>   | 90540336   | CALENDAR 1ST          |                    |
| <b>Serial Number:</b>   | 90540339   | CALENDAR FIRST        |                    |
| <b>Serial Number:</b>   | 90778187   | KRONOLOGIC            |                    |
| <b>Serial Number:</b>   | 90778206   | KRONOLOGIC            |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  |  |                       |                    |
| <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>   | tsimmons@sagelawgroup.com                          |                       |                    |
| <b>Correspondent Name:</b>  | Timothy Simmons                                    |                       |                    |
| <b>Address Line 1:</b>  | 3100 Arapahoe Avenue, Suite 120                    |                       |                    |
| <b>Address Line 4:</b>  | Boulder, COLORADO 80303                            |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Timothy Simmons                                    |                       |                    |
| <b>SIGNATURE:</b>   | /Timothy Simmons/                                  |                       |                    |
| <b>DATE SIGNED:</b>   | 11/16/2023   |                       |                    |
| <b>Total Attachments: 5</b>   |  |                       |                    |
| source=2023.11.15 Testa Inc. - Kronologic - IP Assignment Agreement 1#page1.tif   |  |                       |                    |
| source=2023.11.15 Testa Inc. - Kronologic - IP Assignment Agreement 1#page2.tif   |  |                       |                    |
| source=2023.11.15 Testa Inc. - Kronologic - IP Assignment Agreement 1#page3.tif   |  |                       |                    |
| source=2023.11.15 Testa Inc. - Kronologic - IP Assignment Agreement 1#page4.tif   |  |                       |                    |

OP \$115.00 90540336



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment Agreement**”), dated as of November 15, 2023, is made by Kronologic, Inc. (“**Seller**”), a Delaware corporation, in favor of Testa Inc. (“**Buyer**”), a Delaware corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of even date herewith (the “**Asset Purchase Agreement**”).

**WHEREAS**, under the terms of the Asset Purchase Agreement, Seller has sold, conveyed, assigned, transferred, and delivered to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment Agreement for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

**NOW, THEREFORE**, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, assigns, transfers, and delivers to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) all Seller Intellectual Property, as such term is defined the Asset Purchase Agreement, including

(i) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(ii) the trademark registrations 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;

(b) all rights of any kind whatsoever of Seller 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment Agreement upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants and agreements contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment Agreement 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 Agreement 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 Agreement.

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

6. Governing Law. This IP Assignment Agreement 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 Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

*[SIGNATURE PAGE FOLLOWS]*

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

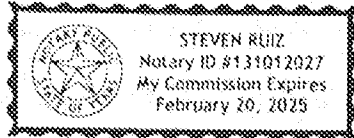
KRONOLOGIC, INC.

By: [Signature]  
Name: Stephenson Carter  
Title: CEO  
Address for Notices: P.O. Box 26990 Austin, TX 78755

ACKNOWLEDGMENT

STATE OF TEXAS )  
 )SS.  
COUNTY OF TRAVIS )

On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same [in his/het/their authorized capacity as the [SIGNATORY TITLE] of Kronologic, Inc., the corporation described, and acknowledged the instrument to be the free act and deed of Kronologic, Inc. for the uses and purposes mentioned in the instrument.



[Signature]  
Notary Public  
Printed Name: Steven Ruiz

My Commission Expires: [DATE] 2/20/2025

AGREED TO AND ACCEPTED:

TESTA INC.  
By: [Signature]  
Name: Peter Franklin  
Title: Chief Executive Officer  
Address for Notices: 2824 Real Street, Austin, TX 78722

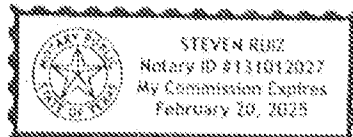
ACKNOWLEDGMENT

STATE OF TEXAS )  
 )SS.  
COUNTY OF TRAVIS )

On the 14<sup>th</sup> day of November, 2023, before me personally appeared Peter Franklin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Testa Inc., the corporation described, and acknowledged the instrument to be the free act and deed of Testa Inc. for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: Steven Ruiz

My Commission Expires: 2/20/2025



## SCHEDULE 1

### ASSIGNED PATENTS AND PATENT APPLICATIONS

#### Patents & Patent Applications

| <u>Reference Number</u> | <u>Appl. Type</u> | <u>App Serial No.</u> | <u>Status</u> | <u>PCT App No</u>  | <u>Title</u>   |
|-------------------------|-------------------|-----------------------|---------------|--------------------|--|
| K099-0003US             | Secondary         | 17/525,015            | Published     | US 2022-0147950 A1 | INTELLIGENT SCHEDULING VIA A SECONDARY CALENDAR                |
| K099-0004PCT            | Secondary         | PCT/US22/22472        | Application   | WO 2022/216490     | INTELLIGENT SCHEDULING USING A PREDICTION MODEL                |
| K099-0011US             | Priority          | 17/476,658            | Application   |                    | PRESENTING CONTENT ITEM(S) IN ASSOCIATION WITH CALENDAR EVENTS |
| K099-0013US             | Priority          | 17/711,508            | Application   |                    | INTERFACE FOR MEETING INSTANCE MANAGEMENT                      |
| K099-0016US             | Secondary         | 17/711,715            | Application   |                    | SCHEDULING FOR VERIFIED CONTACTS                               |

**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATIONS**

**Trademark Registrations**

| <u>Reference Number</u> | <u>Appl Type</u> | <u>App Serial No.</u> | <u>Status</u> | <u>PCT App No</u> | <u>Mark Name</u> | <u>Registration Number</u> |
|-------------------------|------------------|-----------------------|---------------|-------------------|------------------|----------------------------|
| K099-0005TMUS           | Registration     | 90/540,336            | Registered    | 90/540,336        | CALENDAR 1st     | 7,069,132                  |
| K099-0008TMUS           | Registration     | 90/540,339            | Allowed       | 90/540,339        | CALENDAR FIRST   | 7,069,133                  |
| K099-0009TMUS           | Registration     | 90/778,187            | Registered    | 90/778,187        | KRONOLOGIC       | 7,087,804                  |
| K099-0010TMUS           | Registration     | 90/778,206            | Registered    | 90/778,206        | Kronologic Logo  | 7,087,805                  |