

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI47243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agnity Global, Inc.		12/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Transaction Network Services, Inc.		
Street Address:	10740 Parkridge Boulevard #100		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20191		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4237120	AGNITY	
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:	(404)487-4208		
Email:	greg.mullin@kochcc.com,kcps_trademarks@kochind.com		
Correspondent Name:	Gregory J. Mullin		
Address Line 1:	133 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	TNS-23005-US-NF		
NAME OF SUBMITTER:	RIDA ZAIDI		
SIGNATURE:	RIDA ZAIDI		
DATE SIGNED:	02/23/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment Agreement”) is made and entered into this 31st day of December, 2023, (the “Effective Date”) by and between Agnity Global, Inc., a Delaware corporation (“Assignor”), and Transaction Network Services, Inc., a Delaware corporation (“Assignee”). Assignor and Assignee may individually be referred to herein as “Party” or together as “Parties.”

RECITALS

WHEREAS, per the Asset Distribution Transfer Agreement entered into by and among the Parties dated December 31, 2023 (the “Asset Distribution Transfer Agreement”), the Parties to this IP Assignment Agreement wish to memorialize the assignment from Assignor to Assignee of all right, title, and interest in and to the Intellectual Property;

NOW, THEREFORE, in consideration of the recitals and of the mutual promises, representations, warranties and covenants hereinafter set forth in this IP Assignment Agreement and the Asset Distribution Transfer Agreement and other good and valuable consideration, it is hereby agreed as follows.

1. DEFINITIONS. In addition to other terms defined throughout this IP Assignment Agreement, the following capitalized terms shall have the following meaning.

1.1. “ACI” shall mean Agnity Communications, Inc., a Delaware corporation.

1.2. “Intellectual Property” shall mean any and all Assignor rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world that ACI did distribute, dividend, grant, bargain, transfer, assign, convey or deliver unto Assignor pursuant to the Asset Distribution Transfer Agreement between ACI and Assignor dated December 31, 2023, and the Intellectual Property Assignment Agreement between ACI and Assignor dated December 31, 2023: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, results of any post grant review or inter-partes review, re-registrations, renewals, extensions, or restorations of any of the foregoing, and other governmental authority-issued indicia of invention ownership (including industrial designs, industrial models, mask works, certificates of invention, petty patents, patent utility models, and any related registrations and applications) (“Patents”); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing, including any intent to use applications, supplemental registrations and any issuances, renewals or extensions; (c) copyrights and works of authorship, whether or not copyrightable, whether registered or unregistered, copyrightable works, and all registrations, applications for registration, and issuances, extension, renewals of any of the foregoing; (d) internet domain names and social media account or user names (including “handles”), all associated web addresses, URLs, websites and web pages, social media accounts and pages, and all content and data thereon

or relating thereto; (e) trade secrets, know-how, inventions (whether or not patentable), invention disclosures, invention notebooks, file histories, discoveries, improvements, technology, business and technical information and all other confidential and proprietary information and all rights therein; (f) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data, data files, databases, data compilations, data collections, protocols, specifications, and other documentation thereof; (g) rights of publicity; (h) all so-called "moral rights," rights of integrity, rights of paternity, rights of disclosure, rights of withdrawal, rights of attribution, rights to prevent attribution in the event of a distortion, mutilation, or modification of that which is assigned or otherwise transferred under this IP Assignment Agreement or the Asset Distribution Transfer Agreement, right to prevent destruction, and other such analogous rights in any of the foregoing ("Moral Rights"); (i) 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; (j) all other intellectual or industrial property and proprietary rights of any kind, and (k) all royalties, fees, income, payments, and other proceeds now due or payable to Assignor with respect to the foregoing as well as all claims and causes of action with respect to the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, dilution, misappropriation, misuse, breach, default, or other violation thereof, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. ASSIGNMENT

- 2.1. Without limiting the Asset Distribution Transfer Agreement, Assignor does hereby irrevocably distribute, dividend, grant, bargain, transfer, assign, convey and deliver unto Assignee, its successors or assigns, all of Assignor's entire right, title, and interest, for all countries, in and to the Intellectual Property, including without limitation that which is set forth in Exhibit A. To the extent Moral Rights in the aforementioned Intellectual Property cannot be assigned, Assignor hereby waives all such Moral Rights as to Assignee for all uses. For purposes of clarity, this IP Assignment Agreement further effectuates the Asset Distribution Transfer Agreement regarding Intellectual Property.
- 2.2. The Parties have agreed that this IP Assignment Agreement may be recorded with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions. Assignor does hereby agree that it and its executors and legal representatives and their successors and assigns will make, execute, and deliver to Assignee any and all other instruments in writing, including any and all further application papers, affidavits, assignments, and other documents reasonably necessary or desirable to effectuate the terms of this IP Assignment Agreement.

3. MISCELLANEOUS

- 3.1. Warranty Disclaimer. THE INTELLECTUAL PROPERTY ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND ASSIGNOR MAKES NO EXPRESS OR IMPLIED WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- 3.2. Benefit of Parties and Assignment. All of the terms and provisions of this IP Assignment Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 3.3. Entire Agreement. This IP Assignment Agreement together with the Asset Distribution Transfer Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties with respect thereto.
- 3.4. Severability. If any provision of this IP Assignment Agreement is determined to be invalid, illegal or unenforceable it shall be amended by a court of competent jurisdiction to render it not invalid, illegal or unenforceable to the maximum extent possible while keeping with the original intent of the Parties as shown by the original wording of that provision, if not so amendable, shall be severed from this IP Assignment Agreement, the remaining provisions of this IP Assignment Agreement remain in full force, if the essential terms and conditions of this IP Assignment Agreement for each Party remain valid, binding and enforceable.
- 3.5. Counterparts. This IP Assignment Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 3.6. Amendments. Any amendments to this IP Assignment Agreement shall be in writing and signed by both Parties.
- 3.7. Waiver. No waiver by either Party of any provision or any breach in this IP Assignment Agreement shall be deemed a waiver of any other provision or subsequent breach, nor shall any such waiver constitute a continuing waiver. Delay or failure of either Party to insist on strict performance of any provision of the IP Assignment Agreement or to exercise any rights or remedies in this IP Assignment Agreement shall not be deemed a waiver.
- 3.8. Governing Law. This IP Assignment Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this IP Assignment Agreement, or the negotiation, execution or performance of this IP Assignment Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this IP Assignment Agreement or as an inducement to enter into this IP Assignment Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, including its statutes of limitation and excluding its conflicts of law rules. Any

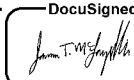
dispute for which a Party is permitted to bring a court proceeding shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

IN WITNESS WHEREOF, the Parties hereto have executed this IP Assignment Agreement and it is in effect as of the Effective Date written above.

ASSIGNOR:

DocuSigned by:

Signature:


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Name: James T. McLaughlin

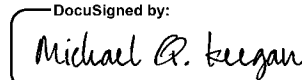
Title: Secretary

Date: December 31, 2023

ASSIGNEE:

DocuSigned by:

Signature:


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Name: Michael Q. Keegan

Title: Chief Executive Officer

Date: December 31, 2023

Exhibit A

Patents:

Owner; Inventors	Country Type	Country	Filing Date; App. No.	Pub. Date; Pub. No.	Title	Status/Patent No.
Sanjeev CHAWLA; Hariom SHARMA; Vishal SHARMA; Rajeev ARYA Subhash VERMA	US	United States	09/23/2019; 16/579679	03/26/2020; US-2020- 0099781-A1	Systems and Methods for Detecting Communica tion Fraud Attempts	Issued; Patent No. 11,632,459
Sanjeev CHAWLA; Hariom SHARMA; Vishal SHARMA; Rajeev ARYA; Subhash VERMA	JP	Japan	09/24/2019; 2019-173392	04/02/2020; 2020-053967	System and Method for Telephony Fraud Detection Using Multi-step Call Analysis	Pending, Decision to Grant a Patent October 31, 2023