

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI158134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sococo, LLC		11/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Prysm Systems, Inc.		
Street Address:	513 Fairview Way		
City:	Milpitas		
State/Country:	CALIFORNIA		
Postal Code:	95035		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5742467	PRYSM	
Registration Number:	5532047		
Registration Number:	3948560	PRYSM	
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:	6125526094		
Email:	Leigh.Rand@jonesspross.com		
Correspondent Name:	Leigh Rand		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 4:	Austin, TEXAS 78732		
NAME OF SUBMITTER:	LEIGH RAND		
SIGNATURE:	LEIGH RAND		
DATE SIGNED:	04/10/2024		
Total Attachments: 4			
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source=Sococo-Prysm Systems Trademark Assignment 20231130 (signed)#page2.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”) is entered into this 30th day of November, 2023 (the “Effective Date”) by and between Sococo, LLC, a Delaware limited liability company, having a registered address of 2028 E. Ben White Boulevard, Suite 240-2650, Austin, Texas 78741 (“Assignor”), and Prysm Systems, Inc., a Delaware corporation, with a principal place of business at 513 Fairview Way, Milpitas, CA 95035 (“Assignee,” and collectively with Assignor, the “Parties,” and each a “Party”).

WHEREAS, Assignor and Assignee are parties to that certain IP Sale and Patent License Agreement dated as of November 30, 2023 (the “Agreement”)¹;

WHEREAS, Assignor is the owner of all trademarks marks listed on Schedule A hereto and all goodwill of the business associated therewith and symbolized thereby (the “Assigned Marks”);

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other things, all of Assignor’s right, title and interest in and to the Assigned Marks; and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Marks, including without limitation any registrations or applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, and the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof accruing on and after the Effective Date except to the extent relating to or arising out of any Excluded Asset or Excluded Liability.

2. **Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks, the foreign equivalent, as the case may be, to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

3. **Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

4. **Governing Law; Jurisdiction.** This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws.

5. **Entire Agreement; Counterparts.** This is subject in all respects to the terms and conditions of the Agreement and nothing herein, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Agreement. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Assignment may be executed in counterparts, each of which when taken together shall constitute an original. A signed copy of this 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 Agreement. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNOR:

SOCOCO, LLC

By: Andrew S. Price

Name: Andrew S. Price

Title: Chief Executive Officer

ASSIGNEE:

PRYSM SYSTEMS, INC.

By: Amit Jain

Name: Amit Jain

Title: President and CEO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008394 FRAME: 0870

SCHEDULE A**Trademarks**

The following trademarks, solely to the extent that Assignor has the applicable right, title, and interest therein:

Registered Marks

Owner	Mark	Country	Filing Date	Serial #	Reg. Number	Reg. Date
Sococo, LLC	PRYSM	United States	08/08/2017	87/561,111	5,742,467	05/07/2019
Sococo, LLC	[design mark]	United States	11/30/2016	87/252,656	5,532,047	07/31/2018
Sococo, LLC	PRYSM	United States	08/20/2009	77/809,545	3,948,560	04/19/2011

Common Law Marks

- Prysm Application Suite (solely to the extent that Seller has any right, title or interest therein)
- Prysm logo (solely to the extent that Seller has any right, title or interest therein)