

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6888803

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
AFFECTLAYER, INC.		07/11/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ZOOMINFO CONVERSE LLC	
<b>Street Address:</b>	805 BROADWAY STREET, SUITE 900	
<b>City:</b>	VANCOUVER	
<b>State/Country:</b>	WASHINGTON	
<b>Postal Code:</b>	98660	
<b>PROPERTY NUMBERS Total: 19</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	15168675	
Application Number:	15168729	
Application Number:	15460931	
Application Number:	15604513	
Application Number:	15793691	
Application Number:	15817490	
Application Number:	15835807	
Application Number:	15854642	
Application Number:	15902751	
Application Number:	15902808	
Application Number:	15937494	
Application Number:	16017646	
Application Number:	16025306	
Application Number:	16102856	
Application Number:	16165566	
Application Number:	16168663	
Application Number:	16689688	
Application Number:	16894465	
Application Number:	17372181	

**CORRESPONDENCE DATA****Fax Number:** (503)778-2200

*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.*

**Phone:** 5037782100**Email:** patents@lanepowell.com**Correspondent Name:** HOLLY L. JOHNSTON**Address Line 1:** 601 SW 2ND AVENUE, SUITE 2100**Address Line 2:** SUITE 600**Address Line 4:** PORTLAND, OREGON 97204

<b>ATTORNEY DOCKET NUMBER:</b>	710004 - PROJECT CONVERSE
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<b>NAME OF SUBMITTER:</b>	HOLLY L. JOHNSTON
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<b>SIGNATURE:</b>	/Holly L. Johnston/
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<b>DATE SIGNED:</b>	08/27/2021
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**Total Attachments: 9**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“**IP Assignment**”), dated as of July 12, 2021, is made by and between AffectLayer, Inc., a Delaware corporation (“**Seller**”), and ZoomInfo Converse LLC, a Delaware limited liability company (“**Buyer**”), as the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of July 11, 2021 among Buyer, Seller and Shareholder Representative Services LLC, a Colorado limited liability company, solely in the capacity of the representative of the Seller (the “**Purchase Agreement**”).

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

**NOW, THEREFORE**, Seller agrees as follows:

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

(a) the inventions described in 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**”);

(b) the trademark registrations and applications 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; *provided that*, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all other trade secrets, know-how, data, databases, and other proprietary information owned by Assignor and necessary for use in the Business (as defined in the Purchase Agreement) as it has been and is currently conducted, and all documents, notes, and other materials documenting or embodying the trade secrets and other proprietary information;

(e) 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;

(f) 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

(g) 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. No Conflicts; Recordation and Further Actions. Seller hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made which would conflict with this assignment contemplated by this IP Assignment. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, 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 (a) to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto, and (b) for the making and prosecution of applications for any and all application(s) for United States and/or foreign letters patent(s) on said invention(s), for litigation regarding any and all application(s) and/or letter patent(s), and/or for the purpose of protective title to said invention(s), application(s) and/or patent(s) therefor.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the 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, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP Assignment delivered by 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.

5. Successors and Assigns. This IP Assignment 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 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 and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would result in the application of laws of a different jurisdiction.

*[Remainder of page intentionally left blank; signature page follows.]*

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

**BUYER:**

ZOOMINFO CONVERSE LLC

By:   
Name: Anthony Stark  
Title: Vice President & Secretary

*Signature page to Intellectual Property Assignment*

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

**SELLER:**

AffectLayer, Inc.

By: Jim Benton  
Name: Jim Benton  
Title: President and Chief Executive Officer

Signature page to Intellectual Property Assignment

**PATENT**  
**REEL: 057316 FRAME: 0084**

**Schedule 1: Patents**

<b>Title</b>	<b>Application No. Publication No. Patent No.</b>	<b>Filing Date Publication Date Issuance Date</b>	<b>Country</b>
Coordinating Voice Calls Between Representatives and Customers to Influence an Outcome of the Call	15/168,729 2016/0352907 9,635,178	2016 May 31 2016 December 1 2017 April 25	US
Coordinating Voice Calls Between Representatives and Customers to Influence an Outcome of the Call	15/460,931 2017/0187880 9,900,436	2017 March 16 2017 June 29 2018 February 20	US
Modeling Voice Calls to Improve an Outcome of a Call Between a Representative and a Customer	15/168,675 2016/0352902 10,051,122	2016 May 31 2016 December 1 2018 August 14	US
Modeling Voice Calls to Improve an Outcome of a Call Between a Representative and a Customer	16/017,646 2018/0309873 10,530,929	2018 June 25 2018 October 25 2020 January 7	US
Modeling Voice Calls to Improve an Outcome of a Call Between a Representative and a Customer	16/689,688 2020/0092420 10,750,018	2019 November 20 2020 March 19 2020 August 18	US

Automatic Speaker Identification in Calls	15/604,513 2018/0342250 10,637,898	2017 May 24 2018 November 29 2020 April 28	US
Automatic Generation of Playlists from Conversations	15/793,691 2018/0046710 10,324,979	2017 October 25 2018 February 15 2019 June 18	US
Automatic Pattern Recognition in Conversations	15/817,490 2018/0077286 10,110,743	2017 November 20 2018 March 15 2018 October 23	US
Analyzing Conversations to Automatically Identify Deals at Risk	15/835,807 2018/0096271 10,133,999	2017 December 8 2018 April 5 2018 November 20	US
Analyzing Conversations to Automatically Identify Action Items	15/854,642 2018/0122383 10,181,326	2017 December 26 2018 May 3 2019 January 15	US
Analyzing Conversations to Automatically Identify Product Feature Requests	15/902,751 2018/0183930 10,367,940	2018 February 22 2018 June 28 2019 July 30	US
Analyzing Conversations to Automatically Identify Product Features that Resonate with Customers	15/937,494 2018/0218733 10,360,911	2018 March 27 2018 August 2 2019 July 23	US

Analyzing Conversations to Automatically Identify Customer Pain Points	15/902,808 2018/0181561 10,387,573	2018 February 22 2018 June 28 2019 August 20	US
Automatic Speaker Identification in Calls Using Multiple Speaker-Identification Parameters	16/025,306 2018/0342251	2018 July 2 2018 November 29	US
Data Compliance Management in Recording Calls	16/102,856 2020/0057866	2018 August 14 2020 February 20	US
Data Compliance Management in Recording Calls	17/372,181	2021 July 9	US
In-Call Virtual Assistant	16/165,566 2019/0057698 10,586,539	2018 October 19 2019 February 21 2020 March 10	US
IOT-Based Call Assistant Device	16/168,663 2019/0057079 10,679,013	2018 October 23 2019 February 21 2020 June 9	US
IOT-Based Call Assistant Device	16/894,465 2020/0334419 10,970,492	2020 June 5 2020 October 22 2021 April 6	US

Schedule 2: Trademarks

Mark	Application No. Registration No.	Filing Date Registration Date	Country
CHORUS	1,812,732	2016 December 6	Canada
CHORUS	3214611 3214611	2017 February 23 2017 June 9	United Kingdom
CHORUS	304056480 304056480	2017 February 23 2017 November 1	Hong Kong
CHORUS	87068523	2016 June 12	US
CHORUS.AI	1,812,745	2016 December 6	Canada
CHORUS.AI	87068554	2016 June 12	US
CHORUS	1,812,729	2016 December 6	Canada
CHORUS	23342191 23342191	2018 August 29 2018 April 14	China
CHORUS	23342192 23342192	2017 August 29 2019 January 28	China
CHORUS	3220553 3220553	2017 March 23 2017 June 9	United Kingdom
CHORUS	304085965 304085965	2017 March 22 2017 November 2	Hong Kong
CHORUS	90235256	2020 October 5	US
CLONE YOUR CLOSERS	88310138 5844809	2019 February 21 2019 August 27	US
MAKE EVERY INTERACTION COUNT	90178288	2020 September 14	US

**Schedule 3: Copyrights**

We are not aware of any copyright applications or registrations, mask work applications or registrations, or any trade secrets owned by AffectLayer or Chorus.AI.

**PATENT**

**REEL: 057316 FRAME: 0089**

**RECORDED: 08/27/2021**