

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALTISOURCE S.Á. R.L.	09/09/2019
RECEIVING PARTY DATA	
Name:	POINTILLIST, INC.
Street Address:	321 SUMMER STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02210
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D826257
Patent Number:	D847200
Patent Number:	D847201
Patent Number:	D849047
Application Number:	29683591
Application Number:	29808560
CORRESPONDENCE DATA	
Fax Number:	(404)645-7707
<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>	
Email:	mcogburn@mcciplaw.com
Correspondent Name:	MEUNIER CARLIN & CURFMAN LLC
Address Line 1:	999 PEACHTREE STREET NE
Address Line 2:	SUITE 1300
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	11207-002DX1-6
NAME OF SUBMITTER:	MARGARET A. COGBURN
SIGNATURE:	/Margaret A. Cogburn/
DATE SIGNED:	09/22/2021
Total Attachments: 5	

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Agreement") is made and entered into effective September 9, 2019 (the "Assignment Date") by and between **POINTILLIST, INC.**, a Delaware corporation ("Assignee"), and **ALTISOURCE S.À R.L.**, a private limited liability company organized under the laws of the Grand Duchy of Luxembourg ("Assignor").

WHEREAS, Assignor, as of immediately prior to the Assignment Date, was the owner of certain intellectual property related to the platform for journey analytics: Pointillist®, which intellectual property includes, but is not limited to the intellectual property listed in Exhibit 1 (Patent Assignment) and Exhibit 2 (Trademark Assignment) attached herein (collectively, the "Intellectual Property");

WHEREAS, Assignor intended to execute an Intellectual Property Assignment in favor of Assignee on the Assignment Date (the "First Assignment"), substantially in the form hereof, but the parties hereto inadvertently drafted such First Assignment in favor of Pointillist Solutions, Inc., an entity that does not exist to the parties' knowledge;

WHEREAS, the parties hereto intended and believe that all rights, title and interest in and to the Intellectual Property have already been assigned to Assignee notwithstanding the foregoing typographical error in the assignee's name in the First Assignment, and

WHEREAS, the parties hereto desire to remove any doubt as to the owner of the Intellectual Property as of the Assignment Date.

NOW, THEREFORE, In consideration of the mutual promises made in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1) ASSIGNMENT: Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to the intellectual property currently owned by Assignor and used exclusively in furtherance of the Pointillist business, including all right title and interest in the patents and patent applications set forth in Exhibit 1 and all trademarks listed on Exhibit 2, and to the extent used by Altisource exclusively in the furtherance of the Pointillist business all additional patents and patent applications, common law trademarks, trademark registrations and applications, copyrights (including without limitation all rights to the source code, object code, documentation and other written materials pertaining to the Pointillist technology platform), trade secrets and proprietary information. In furtherance hereof, the parties agree to execute the assignments attached hereto as Exhibits 1-2. The preamble to this Agreement shall be deemed incorporated into each of the assignments attached hereto as Exhibits 1-2. Effective as of the Assignment Date, Assignee hereby assumes any and all past, present and future Liabilities (as defined below) arising from or related to the Intellectual Property. "Liabilities" means any direct or indirect obligation, indebtedness, liability, claim, loss, damage (including punitive or exemplary damages and fines or penalties or interest thereon), deficiency, obligation or responsibility, known or unknown, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise. **ASSIGNEE IS RECEIVING THE INTELLECTUAL PROPERTY IN RELIANCE UPON ITS OWN INVESTIGATION AND ON AN "AS IS", "WHERE IS" BASIS AND WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATION OR WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER IMPLIED OR EXPRESS WARRANTIES WHATSOEVER.**

2) OTHER TERMS:

a. Assignee, on behalf of itself and its past, present and future parents, subsidiaries, affiliates, divisions, related corporations, limited liability companies, partnerships, insurers, successor and predecessor entities, and each of their respective past, present and future employees, directors, officers, shareholders, partners, members, agents, attorneys, contractors and representatives, hereby unconditionally, irrevocably, forever and fully

releases, remises, discharges, disclaims, holds harmless and covenants not to sue Assignor and its past, present and future parents, subsidiaries, affiliates, divisions, related corporations, limited liability companies, partnerships, insurers, successor and predecessor entities, and each of their respective past, present and future employees, directors, officers, shareholders, partners, members, agents, attorneys, contractors and representatives, from and against any and all past, present and future claims, counterclaims, demands, actions, causes of action, lawsuits, controversies, disputes, judgments, liens, debts, costs, damages, interest, expenses, penalties, attorneys' fees, and liabilities of any kind or nature whether in law or equity, known or unknown, anticipated or unanticipated, liquidated or unliquidated, that arise out of, relate to, or in any way involve, directly or indirectly title to, infringement of or by, fitness for a particular purpose, quality, compliance with any laws, rules, or regulations of any jurisdiction or governmental authority applicable to the Intellectual Property (including but not limited to patent laws and privacy laws of any jurisdiction), merchantability or any other attribute of the Intellectual Property.

b. Assignee shall not make, or instruct others to make, any derogatory and/or disparaging comments about the Intellectual Property.

3) **GRANT OF LICENSE:** Assignee hereby grants to Assignor and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable, worldwide right and license to use the trademarks and service marks associated with the Pointillist business (including, but not limited to, the trademarks listed in Exhibit 2-A) in connection with (a) disclosures required by the securities laws of any jurisdiction, ordinary course communications with securities analysts, investors, lenders and other similar third parties, (b) marketing, distribution, sale and post-sale services made in coordination with Assignee, and (c) in order to reference Assignee as a partner, vendor, affiliate or business of or associated with Assignor.

4) **MISCELLANEOUS:**

a. This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. This Agreement may be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. § 7001 et. seq., and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.

b. In the event of any dispute, controversy or claim between or among the parties with respect to this Agreement, including the interpretation of any provision of this Agreement, or to the performance or non-performance of the parties to this Agreement, the parties acknowledge and agree that each party hereby waives any right it might have to request, demand, or seek discovery of any internal communications, whether written or oral, with a party's in-house lawyers. The parties also agree that they hereby waive any right to request, demand, or seek discovery of any work product generated by another party's in-house lawyers.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws provisions. THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH MAY ARISE OUT OF THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first indicated above:

ALTISOURCE S.À R.L.

POINTILLIST, INC.

William Shepro

Signature
William Shepro

Name (Print)
Manager

Title

Ron Rubbico

Signature
Ron Rubbico

Name (Print)
CEO

Title

EXHIBIT 1 – PATENT ASSIGNMENT

This Patent Assignment is made and entered into effective September 9, 2019 (the “Assignment Date”) by and between **ALTISOURCE S.À R.L.** (“Assignor”) and **POINTILLIST, INC.** (“Assignee”).

WHEREAS, Assignor is the owner of the entire right, title, and interest in the patent applications identified in Exhibit 1 –A (collectively, the “Patent Applications”); and

WHEREAS, Assignee wishes to acquire the entire right, title and interest in and to such Patent Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Effective as of the Assignment Date, Assignor assigns and transfers to Assignee all of the worldwide right, title and interest in (i) the Patents Applications and the inventions and improvements disclosed therein; and (ii) all rights corresponding the foregoing throughout the world, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which any related patents are granted or reissued or reexamined as fully and entirely as the same would have been held and enjoyed by Assignor, if this Patent Assignment had not been made, as assignee of the entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Patent Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be duly executed as of the Assignment Date.

ALTISOURCE S.À R.L.

William Shepro

Signature
William Shepro

Name (Print)
Manager

Title

POINTILLIST, INC.

Ron Rubbico

Signature
Ron Rubbico

Name (Print)
CEO

Title

EXHIBIT 1 -A**Pending Patent Applications**

<u>Country</u>	<u>Ser. No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Type</u>
United States of America	15/252,765	8/31/2016	System and method for enhanced data analytics and presentation thereof management	Utility
United States of America	29/586,196	12/1/2016	Display screen or potion therefor with graphical user interface	Design

Expired Patent Applications

<u>Country</u>	<u>Ser. No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Type</u>
United States of America	62/212,146	8/31/2015	System and method for enhanced data analytics and presentation thereof management	Provisional