

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7383983

| | | |
|---|-----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | ZOLA MEDIA, LLC | 07/01/2021 |
| RECEIVING PARTY DATA | | |
| Name: | ZS18, LLC | |
| Street Address: | 10 HARBOR PARK DRIVE | |
| City: | PORT WASHINGTON | |
| State/Country: | NEW YORK | |
| Postal Code: | 11050 | |
| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | |
| Patent Number: | 10397159 | |
| 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> | | |
| Email: | ehart@abacusnext.com | |
| Correspondent Name: | ERIC HART | |
| Address Line 1: | 4850 EASTGATE MALL | |
| Address Line 4: | SAN DIEGO, CALIFORNIA 92121 | |
| NAME OF SUBMITTER: | ERIC HART | |
| SIGNATURE: | /Eric Hart/ | |
| DATE SIGNED: | 06/15/2022 | |
| Total Attachments: 8 | | |
| source=4. Asset Contribution Agreement#page1.tif | | |
| source=4. Asset Contribution Agreement#page2.tif | | |
| source=4. Asset Contribution Agreement#page3.tif | | |
| source=4. Asset Contribution Agreement#page4.tif | | |
| source=4. Asset Contribution Agreement#page5.tif | | |
| source=4. Asset Contribution Agreement#page6.tif | | |
| source=4. Asset Contribution Agreement#page33.tif | | |
| source=4. Asset Contribution Agreement#page34.tif | | |

ASSET CONTRIBUTION AGREEMENT

This Asset Contribution Agreement (the “**Agreement**”) is entered into as of July 1, 2021, by and between ZS18, LLC, a Delaware limited liability company (the “**Company**”) and Zola Media, LLC, a New York limited liability company (the “**Seller**”).

Introduction

The Seller is in the business of, among other things, providing legal practice management and associated products and technology to customers (the “**Zola Suite Business**”) and provides services in connection with separate businesses generally known as Zola Creative and Legal Vault (as such businesses are further described in the SPA). In connection with, prior to and as a condition to the closing of the transactions contemplated by that certain Securities Purchase Agreement, to be entered into by and among Abacus Systems, Inc., Clutch TopCo Holdings, Inc., the Company, the Seller, (iii) Fred Cohen and Ronen Shahkoochi (the “**Beneficial Owners**”) (the “**SPA**”), the Seller desires to contribute certain assets and certain liabilities related to the Zola Suite Business to the Company in exchange for 100% of the equity of the Company. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the SPA.

In consideration of and reliance upon the representations, warranties, covenants and agreements hereinafter set forth, the parties agree as follows:

1.1 Transferred Assets. Seller hereby, conveys, transfers, assigns and delivers to the Company, and the Company hereby accepts from Seller, all of the following assets and properties of Seller (the “**Transferred Assets**”) free and clear of all Liens, other than Permitted Liens:

(a) all rights under all contracts, agreements, leases and licenses listed on **Schedule 1.1(a)** (the “**Assigned Contracts**”);

(b) all Seller data and information (whether in paper or electronic format or any other medium) including all books and records, technical data, financial, accounting, billing, payment and operating data, payroll and personnel records, marketing, sales and promotional data, advertising materials, credit information, cost and pricing information, customer, supplier and service provider lists, data and information, business plans, projections, reference catalogs, and other similar property, rights and information, in each case, related to the Zola Suite Business;

(c) all rights under all confidentiality, nondisclosure, noncompetition, non-solicitation, assignment of intellectual property, proprietary information, development, indemnification, exculpation and similar covenants and/or agreements made by current or former vendors, suppliers, service providers, customers, clients, distributors, dealers, licensors, licensees, employees, directors or consultants of Seller or any other Person, in each case to the extent related to the Zola Suite Business and/or the Transferred Assets (whether or not included in the Assigned Contracts);

(d) all claims, causes of action and rights against any Person, whether matured or unmatured, direct or indirect, known or unknown, or absolute or contingent, in each case to the extent arising out of or related to the Zola Suite Business and/or the Transferred Assets;

(e) \$100,000 in cash (the “**Contributed Cash**”). which is within the meaning the defined term “Closing Cash” in the SPA;

(f) all tangible assets, including all IT Assets, leasehold improvements, fixtures and other improvements on real estate, furniture and office equipment, necessary for or used in the Zola Suite Business, including the tangible assets listed on **Schedule 1.1(f)**;

(g) all permits, authorizations, franchises and certifications necessary for or used in the Zola Suite Business;

(h) all sales orders, customer orders, open bids, warranties, prepaid expenses, deposits, retentions and refunds related to the Zola Suite Business;

(i) all accounts receivable related to the Zola Suite Business, all of which are listed on **Schedule 1.1(i)**;

(j) all Intellectual Property necessary for or used in the Zola Suite Business or products or services offered in connection therewith, including the Intellectual Property listed on **Schedule 1.1(j)**;

(k) the bank accounts listed on **Schedule 1.1(k)**;

(l) all goodwill associated with the Zola Suite Business and/or the Transferred Assets.

1.2 Excluded Assets. The Transferred Assets shall not include the following assets of the Seller (collectively, the “**Excluded Assets**”):

(a) all rights under all contracts, agreements, leases, licenses and other arrangements of Seller, including all claims, causes of action and rights against any Person, whether matured or unmatured, direct or indirect, known or unknown, or absolute or contingent, in each case to the extent arising out of or related thereto, other than the Assigned Contracts and the rights that constitute Transferred Assets;

(b) all cash and cash equivalents (other than the Contributed Cash);

(c) Seller’s rights under this Agreement or any other Transaction Document entered into by Seller;

(d) all minute books of Seller;

(e) those other assets of the Seller expressly set forth on **Schedule 1.1(b)**.

1.3 Assumed Liabilities. Subject to the terms and conditions of this Agreement, the Company hereby assumes from the Seller and agrees to pay, perform and discharge in accordance with the terms thereof when due all obligations for future performance after the Closing Date in connection with any of the Transferred Assets or the Assigned Contracts (the “**Assumed Liabilities**”). Subject to the SPA (including Article VIII thereof), the Company shall be responsible for all of its liabilities and obligations that arise or accrue from and after the Closing with respect to the Transferred Assets and the operation of the Zola Suite Business.

1.4 Excluded Liabilities. Except for the Assumed Liabilities, the Company does not assume and shall not in any way be responsible for any other obligations or liabilities of Seller of any kind (whether or not disclosed). Without limiting the generality of the prior sentence, the Company does not assume and shall not be in any way responsible for (a) any taxes of Seller; (b) any liabilities of Seller relating to any employment, compensation or benefit plans, agreement or arrangements; (c) any obligation of Seller under this Agreement or any other Transaction Document; (d) any liability of Seller arising out of any litigation or the pre-Closing operation of the Business; (e) any liability arising out of Seller’s violation of any Legal Requirement or any contract, agreement, lease, license or other arrangement; and (f) any liability of Seller to any Related Person. Liabilities of Seller that are not Assumed Liabilities are referred to collectively as the “**Excluded Liabilities**”. Seller will pay, discharge and perform when due all of the Excluded Liabilities.

1.5 Consideration. As consideration for Transferred Assets and Assumed Liabilities, the Company hereby issues 100% of its membership interests to the Seller.

1.6 Wrong Pocket Assets.

(a) If Seller or any of its Affiliates or Related Persons (including the Beneficial Owners) owns or shall at any time hereafter acquire any rights in any Transferred Assets, such Person shall, and hereby does (and the Seller will cause such Person to), transfer to the Company all of its rights, title and interest in such Transferred Asset, for no additional consideration. Seller shall (and Seller shall cause its Affiliates and Related Persons to) execute and deliver such additional documents and instruments and take such other actions as the Company shall reasonably request to give effect to the provisions of this Section.

(b) In the event that Seller becomes aware of any contract, agreement, lease or license that is not included on **Schedule 1.1(a)**, Seller shall promptly notify the Company of the existence of such agreement and the Company shall have the right (but not the obligation) to amend **Schedule 1.1(a)** to include such contract, agreement, lease or license.

(c) If Seller or any of its Affiliates or Related Persons (including any Beneficial Owner) shall receive any payments with respect to the Transferred Assets or the Zola Suite Business after the Closing that are (or should be) the property of the Company, including any payments from any customers, such payments shall be held in trust for the Company and delivered by the Seller to the Company within two business days thereafter.

(d) If Seller does not pay any of the Excluded Liabilities relating to the Zola Suite Business when due, the Company or the Purchaser may pay such Excluded Liabilities on

behalf of the Seller, but only to the extent any such Excluded Liabilities are paid by or imposed or is reasonably expected to be imposed on the Company or the Purchaser, and be indemnified therefor in accordance with the SPA.

(e) If Seller or any of its Affiliates or Related Persons (including the Beneficial Owners) shall receive any communications or correspondence pertaining to the Transferred Assets or the Zola Suite Business, Seller shall, and shall cause its Affiliates or Related Persons to, promptly (and in any event within three business days) after receipt thereof, forward such communications or correspondence to the Purchaser.

(f) The Seller shall promptly reimburse the Company for any fees, costs and expenses reasonably incurred by the Company on behalf of the Seller for services for which the Company pays after the Closing but are used by the Seller after the Closing, including the Zola Business Suite phone system, Zoho, google work place and Goto Connect.

1.7 Power of Attorney. The Seller hereby constitutes and appoints the Purchaser as the true and lawful attorney for the Seller, with full power of substitution, in the Seller's name and stead, but on behalf and for the benefit of the Company and the Purchaser, to demand and receive any and all the Transferred Assets and to give receipts and releases therefor (without any liability to or obligations of Seller and without any waiver, limitation, or restriction of Seller's rights other than the transfer of title to (or possession by) the Company of the Transferred Assets), and from time to time to take any and all reasonable actions in the Seller's name, for the benefit of the Company, the Purchaser for the collection and/or reduction to possession of the Transferred Assets. Such power of attorney is coupled with an interest and is irrevocable by the Seller.

1.8 Use of Name. The Seller acknowledges and agrees that the name "Zola", "Zola Suite" and any abbreviations or derivations thereof, constitute part of the Transferred Assets and shall refrain from using, directly or indirectly, any such names, abbreviations or derivations after the Closing. Within ninety (90) days after the Closing, the Seller shall change its legal name to a name that, and shall not use any name unless such name, is not confusingly similar to such name(s).

1.9 Further Instruments. The parties hereby agree to execute and deliver such further bills of sale, assignments, instruments of transfer, agreements and documents and take such other actions as may be reasonably requested from time to time in order to transfer more fully and effectively the Transferred Assets including, without limitation, the Zola Suite Business or to assist in the collection or reduction to possession by the Company of, or access by the Company to, all of the Transferred Assets.

1.10 Incorporation by Reference of Certain Provisions of the Transaction Agreement. The provisions in Sections 9.1 ("Notices"), 9.2 ("Governing Law; Forum"), 9.7 ("Counterparts"), 9.8 ("Further Assurances"), 9.10(a) ("Severability"), 9.10(b) ("No Strict Construction"), 9.10(c) ("Headings") and 9.13 ("Waiver of Jury Trial") of the SPA are incorporated into this Agreement and shall apply, *mutatis mutandis*, to this Agreement. In addition, any claim for breach or violation of any representation, warranty or covenant hereunder

shall be brought pursuant and subject to Article VIII of the SPA, including with respect to any applicable limitations on Losses thereunder.

1.11 Successors and Assigns. This Agreement, and all provisions hereof, shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the parties hereto. The Purchaser and each Beneficial Owner is an express third-party beneficiary hereunder with full rights of enforcement with respect hereto.

1.12 Amendments. This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties or their respective successors and assigns and the Purchaser.

1.13 Bulk Transfer Laws. The parties hereby waive compliance with the provisions of any so-called “bulk transfer law” of any jurisdiction in connection with the sale of the Transferred Assets to the Company.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a sealed instrument as of the date first above written.

COMPANY:

ZS18, LLC

By: *Fred Cohen*
Name: Fred Cohen
Title: CEO

SELLER:

ZOLA MEDIA, LLC

By: *Fred Cohen*
Name: Fred Cohen
Title: CEO

The undersigned agree and consent to the terms, conditions, and the performance of the transactions effected pursuant to this Agreement and otherwise solely for purposes of Section 1.6 (Wrong Pocket Assets) and Sections 1.9 through 1.12 of this Agreement.

BENEFICIAL OWNERS:

Fred Cohen

Fred Cohen

Ronen Shahkoohi

Ronen Shahkoohi

Schedule 1.1(j)
Intellectual Property for Zola Suite Business

- (1) Billing Software generally referenced as Zoho Subscriptions.
- (2) See Schedule 1.1(a).
- (3) Zola Suite cloud based practice management software that helps manage and organize various functions and processes at law firms, including the following: Matters, Tasks, Emails, Calendar, Documents, Billing, Accounting and Reporting.
- (4) The following domain names:
 - learnzolasuite.com
 - zola.design
 - zoladocuments.com
 - zolafinancial.com
 - zolafinpro.com
 - zolahealth.com
 - zolahealthcare.com
 - zolalawoffices.com
 - zolalegalmarketing.com
 - zolamedia.com
 - zolapalooza.com
 - zoladocs.com
 - zolainteractive.com
 - zolalegal.com
 - zolanotifications.com
 - zolanow.com
 - zolapedia.com
 - zolapreview.com
 - zolasign.com
 - zolasuite.com
 - zolasuite.io
 - zolasystem.com
 - zolathon.com
 - zolaworks.com
 - flyzola.com
 - amicuscreativemedia.com
 - amicusdental.com
 - amicusinteractive.com
 - amicusinteractive.net
 - amicuslawyersites.com
 - amicusmedical.com
 - amicuspreview.com
 - amicuswebdesign.com
 - amicuscreative.com

- (5) The following social media accounts:
- <https://www.facebook.com/zolasuite>
 - <https://twitter.com/zolasuite>
 - <https://www.linkedin.com/showcase/zolasuite/>
 - <http://instagram.com/zolasuite>
 - <https://www.facebook.com/zolainteractive>
 - <https://twitter.com/zolainteractive>
 - <https://www.linkedin.com/company/zola-interactive/>
 - <https://www.instagram.com/zolainteractive/>
 - <https://www.facebook.com/Zolamedia>
 - <https://twitter.com/zolamedia>
 - <https://www.linkedin.com/company/zola-media-llc/>

(6) Patents

| Country | Status | Patent # | Issue Date | Owner |
|---------|-----------|-------------|------------|-----------|
| US | Issue | 10,397,159 | 08/27/2019 | ZS18, LLC |
| US | Abandoned | 20200195597 | | ZS18, LLC |

(7) Trademarks

| Country | Status | Registration # | Issue Date |
|---------|--------|----------------|------------|
| US | Issued | 5942099 | 12/24/2019 |

- (8) Gateway - Authroize.net Zola Suite - Payment Gateway ID: [1445548]