

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
TOPIA LIMITED	11/11/2021
TOPIA MOBILITY LIMITED	11/11/2021
RECEIVING PARTY DATA	
Name:	TOPIA MOBILITY INC.
Street Address:	30 MAIDEN LANE
Internal Address:	SUITE 550
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94108
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	11016976
Patent Number:	11514349
Application Number:	16901703
CORRESPONDENCE DATA	
Fax Number:	(610)407-0701
<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:	(610) 407-0700
Email:	maclemons@ratnerprestia.com
Correspondent Name:	RATNERPRESTIA
Address Line 1:	2200 RENAISSANCE BOULEVARD
Address Line 2:	SUITE 350
Address Line 4:	KING OF PRUSSIA, PENNSYLVANIA 19406
ATTORNEY DOCKET NUMBER:	TWLLP-001
NAME OF SUBMITTER:	REX A. DONNELLY, REG. NO. 41,712
SIGNATURE:	/RexADonnelly/
DATE SIGNED:	12/06/2022
Total Attachments: 10	

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DATED

11 Nov. 2021

TOPIA LIMITED
and
TOPIA MOBILITY LIMITED
and
TOPIA MOBILITY INC.

INTRA-GROUP ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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Index

Clause No.		Page No.
1.	<u>Interpretation</u>	1
2.	<u>Assignment</u>	3
3.	<u>VAT</u>	3
4.	<u>No Warranties</u>	3
5.	<u>Further assurance</u>	3
6.	<u>Waiver</u>	3
7.	<u>Entire agreement</u>	4
8.	<u>Variation</u>	4
9.	<u>Severance</u>	4
10.	<u>Counterparts</u>	4
11.	<u>Third-party rights</u>	4
12.	<u>Notices</u>	5
13.	<u>Governing law</u>	5
14.	<u>Jurisdiction</u>	5
	<u>SCHEDULE 1</u>	6
	<u>SCHEDULE 2</u>	7

THIS CONTRACT is made on

11 November 2021

BETWEEN

- (1) **TOPIA LIMITED**, incorporated and registered in England and Wales with company number 07185976 whose registered office is at 5 New Street Square, London EC4A 3TW;
- (2) **TOPIA MOBILITY LIMITED**, incorporated and registered in Ireland with company number 501027 whose registered office is at Pembroke Street Upper, Dublin 2, Ireland DO2AT22;

(together the "**Assignors**"); and
- (3) **TOPIA MOBILITY INC.**, a Delaware corporation, with its registered address at 30 Maiden Lane, Suite 550, San Francisco, CA 94108 (the "**Assignee**").

INTRODUCTION

By the Loan Agreement (as defined below) the Assignors have agreed to assign to the Assignee the intellectual property rights shown in the schedules to this agreement; and all other Intellectual Property Rights (as defined below) owned legally and beneficially by the Assignors or either of them as at the date of this Agreement on the terms set out in this agreement.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 *Definitions*

"Assigned Rights" the Patents, Trade Marks and all other Intellectual Property Rights owned legally and beneficially by the Assignors or either of them as at the date of this Agreement;

"Business Day" a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"Day" a period of 24 consecutive hours ending at 12.00 midnight;

"Intellectual Property Rights" means all: (a) copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, (b) trade secret rights, including all rights to unpatented inventions and know how, and confidential information; (c) mask work or similar rights available for the protection of semiconductor chips; (d) patents, patent applications and like protections, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same; (e) trademarks, service marks, trade styles, and trade names, whether or not any of the foregoing are registered, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrowers connected with and symbolized by any such trademarks; (f) computer

software and computer software products; (g) designs and design rights; (h) technology; (i) all claims for damages by way of past, present and future infringement of any of the rights included above; and (j) all licenses or other rights to use any property or rights of a type described above;

"Loan Agreement" a loan and security agreement dated October 12, 2021 among ORIX Growth Capital, LLC and borrowers including the Assignors and the Assignee;

"Patents" the patents and the applications, short particulars of which are set out in schedule 1;

"Trade Marks" the registered trade marks and the applications, short particulars of which are set out in schedule 2;

"VAT" value added tax chargeable in the UK;

"VATA 1994" the Value Added Tax Act 1994.

- 1.2 Clause, schedule, and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.4 A reference to a **company** shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.5 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as it is in force as at the date of this agreement.
- 1.10 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made as at the date of this agreement under that legislation or legislative provision.
- 1.11 Where any statement is qualified by the expression **so far as [PARTY] is aware or to [PARTY]'s knowledge** (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.15 A reference to **this agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.

2. Assignment

In consideration of the sum of £1 (receipt and sufficiency of which the Assignors expressly acknowledges), the Assignors hereby assign to the Assignee absolutely all their right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;
- (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services for which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend or appeal proceedings, claims or actions, and obtain relief and to retain any damages recovered, in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights, whether occurring before, on, or after the date of this agreement.

3. VAT

- 3.1 The Assignee and the Assignors acknowledge that section 43(1) of VATA 1994 will apply to the transfer of the Assigned Rights pursuant to this agreement.

4. No Warranties

Each party acknowledges that it has not entered into this agreement in reliance upon any representation, warranty, or promise. No representation or warranty or any other term is to be implied in this agreement whether by virtue of any usage or course of dealing or otherwise except as expressly set out in it. All conditions, warranties, and undertakings implied by statute, common law or otherwise are excluded from this agreement to the fullest extent permissible by applicable law.

5. Further assurance

Each party shall, and shall use all reasonable endeavours to, procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

6. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7. Entire agreement

- 7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9. Severance

- 9.1 If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 9.2 If any provision or part-provision of this agreement is deemed deleted under clause 9.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. Counterparts

- 10.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 10.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the others with the "et-ink" hard copy originals of their counterpart.
- 10.3 No counterpart shall be effective until each party has provided to the others at least one executed counterpart.

11. Third-party rights

- 11.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 11.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

12. Notices

- 12.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working Day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 12.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working Day delivery service, at 9.00 am on the second Business Day after posting.
- 12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This contract has been entered into on the date stated at the beginning of it.

SCHEDULE 1**Patents**

Country or territory	Application or Patent Number	Owner	Date of filing or registration	Description
US	11,016,976 B1	Topia Limited	05/25/21	Database File Management and Data Structures for Creating and/or Modifying a Database Management System to Reduce Storage Requirements
	16901703	Topia Limited	6/15/20	Apparatus and Methods of Unsupervised Machine Learning Models to Identify Seasonality and Predicting Seasonally-Influenced Metric Values

SCHEDULE 2**Registered Trade Marks and Applications**

Country or territory	Mark	Owner	Application or registration number	Registration Date
US	Teleport	Topia Limited	4,909,410	3/1/16
US	Teleport	Topia Limited	4,778,462	7/21/15
	Teleport	Topia Limited	4,882,302	1/5/16
EU	Topia	Topia Limited	017949931	9/3/18
UK	Topia	Topia Limited	UK00003335603	11/23/18
	Topia	Topia Limited	5,766,867	6/4/19

Signed by SHAWN FARSHCHI for and on behalf of **TOPIA LIMITED**

DocuSigned by:
Shawn Farshchi
.....SACFD3E2F3784CB.....

Director

Signed by ELAINE FOREMAN for and on behalf of **TOPIA MOBILITY LIMITED**

DocuSigned by:
Elaine F. Foreman
.....A438E07281B14D7.....

Director

Signed by SHAWN FARSHCHI for and on behalf of **TOPIA MOBILITY INC.**, a Delaware corporation

DocuSigned by:
Shawn Farshchi
.....SACFD3E2F3784CB.....

Director