

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7990653

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONTRIBUTION AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
5C PARTNERS LLC	12/11/2020
RECEIVING PARTY DATA	
Name:	5THCOLUMN INC.
Street Address:	640 N. LASALLE DRIVE, SUITE 592
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60654
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18141444
CORRESPONDENCE DATA	
Fax Number:	(888)456-7824
<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:	(512)480-2220
Email:	ktaylor@texaspatents.com
Correspondent Name:	GARLICK & MARKISON
Address Line 1:	2025 GUADALUPE STREET, SUITE 260
Address Line 4:	AUSTIN, TEXAS 78705
ATTORNEY DOCKET NUMBER:	UNC00025-05
NAME OF SUBMITTER:	KAREN TAYLOR
SIGNATURE:	/Karen Taylor/
DATE SIGNED:	06/06/2023
Total Attachments: 6	
source=Asg 3 - 5C Partners LLC to 5thColumn Inc. - Contribution Agreement Asg#page1.tif	
source=Asg 3 - 5C Partners LLC to 5thColumn Inc. - Contribution Agreement Asg#page2.tif	
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CONTRIBUTION AGREEMENT

This Contribution Agreement is effective as of December 11, 2020 (the “**Effective Date**”) between 5C Partners LLC, a Delaware limited liability company (“**Contributor**”) and 5thColumn Inc., a Delaware Corporation (the “**Company**”).

RECITALS

WHEREAS, Contributor has agreed, in connection with the organization of Company, to make certain cash payments and to contribute to the Company the Contributed Assets (as defined below, and together with such cash payments, the “**Contribution**”) as further set forth below in exchange for common stock and Series A Preferred Stock of the Company pursuant to the terms of this Agreement.

WHEREAS, the parties intend that the Contribution qualify as a Section 351 transaction under the Internal Revenue Code of 1986, as amended (the “**Code**”).

NOW THEREFORE, the parties agree as follows:

1. **Purchase of Capital Stock.** On the Effective Date, Contributor shall purchase and be issued

[REDACTED] (together with the IP Assets, the “**Contributed Assets**”), as further effected and limited by Schedule 1. “**IP Assets**” means the patent applications listed on Schedule 1, the inventions owned by Contributor that are underlying such patent applications, and all other intellectual property assets of Contributor, whether or not listed on Schedule 1. In connection with the transfer of the Contributed Assets, the Company hereby assumes all of the liabilities of Contributor (the “**Assumed Liabilities**”), as further effected and limited by Schedule 1.

2. **Additional Assurances.** Contributor hereby covenants that, at Company’s request and without further consideration, Contributor will, at the request of the Company from time to time, duly execute, acknowledge and deliver or will cause to be executed, acknowledged and delivered, such further assignments, instruments, transfers and assurances as Company may reasonably request in order more effectively to convey, transfer or invest in Company, and to further establish Company possession and control of, the Contributed Assets.

3. **Qualified Small Business Stock.** To the Company’s knowledge, as of the Effective Date: (i) the Company will be an eligible corporation as defined in Section 1202(e)(4) of the Code, (ii) the Company will not have made purchases of its own stock described in Code Section 1202(c)(3)(B) during the one year period preceding the Initial Closing, except for purchases that are disregarded for such purposes under Treasury Regulation Section 1.1202-2, and (iii) the Company’s aggregate gross assets, as defined by Code Section 1202(d)(2), have at no time exceeded \$50 million, taking into account the assets of any corporations required to be aggregated with the Company in accordance with Code Section 1202(d)(3). After the Effective Date, the Company shall use commercially reasonable efforts to cause the Contribution Transaction Stock issued pursuant to this Agreement to constitute “qualified small business stock” as defined in Section 1202(c) of the Code; provided, however, that such requirement shall not be applicable if the Company’s board of directors determines, in its good faith business judgment, that such qualification is inconsistent with the best interests of the Company. Notwithstanding the foregoing, in no event shall the Company be liable to Contributor or any other party for any damages arising from any subsequently proven or identified error in the Company’s determination with respect to the applicability or interpretation of Code Section 1202.

4. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

5. Entire Agreement; Enforcement of Rights. This Agreement, together with any agreements referenced herein, sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless such modification, amendment or waiver effected in a writing signed by the Company and Contributor. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

6. Legends. Any certificate or certificates representing the Contribution Transaction Stock shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):

(i) THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

7. Lock-Up Agreement. In connection with the initial public offering of the Company's securities, if any, and upon request of the Company or the underwriters managing such offering of the Company's securities, Contributor agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company however or whenever acquired (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Company or such managing underwriters and to execute an agreement reflecting requirements binding on Contributor that are substantially consistent with this Section 7 as may be requested by the underwriters at the time of the public offering; provided, however, that if a longer period is required by the Company or the managing underwriters to accommodate regulatory restrictions on (1) the publication or other distribution of research reports or (2) analyst recommendations or opinions including but not limited to the restrictions contained in FINRA Rule 2241 or any successor provisions or amendments thereto, such longer period, and the restrictions imposed by this Section 7 shall continue to apply until the end of such longer period. In order to enforce the restriction set forth above, the Company may impose stop-transfer instructions with respect to any security acquired under or subject to this Agreement until the end of the applicable stand-off period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Section 7.

8. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally (including by courier or overnight delivery service) or sent by fax (with confirmation of receipt and dispatch of a confirmation copy by first-class mail, with postage prepaid, no later than the next following business day) or 48 hours after being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address as provided in the Contributor's or Company's records or as subsequently modified by written notice.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature

complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

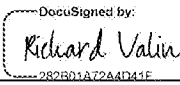
10. Successors and Assigns. The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by each party's successors and assigns.

[Remainder of Page Left Blank Intentionally – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Contribution Agreement to be effective as of the Effective Date.

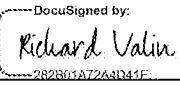
CONTRIBUTOR:

5C PARTNERS LLC

By: 
Name: Richard Valin
Title: Chief Financial Officer

THE COMPANY:

5THCOLUMN INC.

By: 
Name: Richard Valin
Title: Chief Financial Officer

SCHEDULE 1

IP ASSETS; ASSIGNMENT AND ASSUMPTION

US Patent Applications

- US 62/992,661
- US 16/543,207

Trademarks

- THREATROSPECTIVE, serial #87444446, registration #5506108
- LOGBOSS, serial #86852918, registration #5196590
- FLOWBOSS, serial #86852931, registration #5196591
- STACKBOSS, serial #86852897, registration #5196589
- THREATROSPECTIVE, serial #86847241, registration #5196574

Domain Names

- www.5thcolumn.net
- All other domain names registered to or otherwise owned by Contributor

Software

- All of the software code of Contributor.

Assignment. Contributor does hereby sell, assign, transfer and convey over to Company all of Assignor's right, title and interest in and to the Contributed Assets, including without limitation all contracts other than this Contribution Agreement and any other contract to which Contributor and Company are party, if any (the "**Excluded Contracts**"), to the extent such contracts may be assigned now or in the future, and to the extent, at any time, such contracts may not be assigned, Contributor assigns to the Company the benefit of such contracts or agrees to perform, for the benefit of the Company (subject to reimbursement by the Company of the expenses to Contributor of such performance), such contracts.

Assumption. Company hereby assumes the Assumed Liabilities, other than liabilities of Contributor to the Company under the Excluded Contracts. Company agrees to pay, perform and discharge promptly when due, and hold Contributor harmless from all liabilities of Contributor arising prior to the Effective Date.

Summary of Intellectual Property Assignment(s)

1. On December 11, 2020, 5thColumn LLC changed names to 5C Partners LLC as evidenced by the State of Delaware Certificate of Amendment recorded herewith.
2. On December 11, 2020, 5C Partners LLC assigned intellectual property rights to 5thColumn, Inc. as evidenced by the Contribution Agreement recorded herewith.
3. On August 6, 2021, 5thColumn Inc. changed names to UncommonX Inc. as evidenced by the Certificate of Amendment to the Certificate of Incorporation of 5thColumn Inc.