

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8368760

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
XAXIS, LLC	12/22/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CHOREOGRAPH LLC
<b>Street Address:</b>	3 WORLD TRADE CENTER
<b>Internal Address:</b>	175 GREENWICH STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10007
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11449787
<b>Intl Reg Number:</b>	DM/201830
<b>CORRESPONDENCE DATA</b>	
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<b>Correspondent Name:</b>	DEVIN KOTHARI DAVIS+GILBERT LLP
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<b>ATTORNEY DOCKET NUMBER:</b>	3023-4029-193
<b>NAME OF SUBMITTER:</b>	DEVIN KOTHARI
<b>SIGNATURE:</b>	/Devin Kothari/
<b>DATE SIGNED:</b>	01/08/2024
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 4</b>	
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of December 22, 2023, is made by Xaxis, LLC ("**Assignor**"), a Delaware limited liability company in favor of Choreograph LLC ("**Assignee**"), a Delaware limited liability company.

WHEREAS, the Assignor and the Assignee intend to enter into that certain Agreement and Plan of Merger to be dated on or about December 28, 2023 (the "**Merger Agreement**"), pursuant to which, effective as of December 31, 2023 at 11:59 p.m. (the "**Effective Time**"), the Assignor will merge with and into the Assignee (the "**Merger**");

WHEREAS, as a result of the Merger, as of the Effective Time: (i) the separate existence of the Assignor shall cease and (ii) all rights, title and interest in and to the Assigned Patents (as defined below) will be transferred to the Assignee by operation of law; and

WHEREAS, the parties hereto have agreed to execute and deliver this Patent Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned Patents**"):

(a) all registered and unregistered patents currently belonging to the Assignor, including without limitation those detailed at Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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, 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor, its successors or assigns shall take such steps and actions, and provide such

cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Terms of the Merger Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into in connection with the Merger Agreement and all terms and conditions set forth in the Merger 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 Merger Agreement and the terms hereof, the terms of the Merger Agreement shall govern.

4. Counterparts. This Patent 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 Patent Assignment delivered by facsimile, 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 Patent Assignment.

5. Successors and Assigns. This Patent 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 Patent 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 Patent 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).

[SIGNATURE PAGE FOLLOWS]

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

Xaxis, LLC

By: Frank Borgese

Name: Frank Borgese

Title: Chief Financial Officer and Secretary

Address for Notices: 3 World Trade Center, 175  
Greenwich St., New York, NY 10007

CHOREOGRAPH LLC

By: Adam Little

Name: Adam Little

Title: Global Chief Financial Officer and Secretary

Address for Notices: 3 World Trade Center, 175  
Greenwich St., New York, NY 10007

**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
DOUBLE BLIND MACHINE LEARNING INSIGHT INTERFACE APPARATUSES, METHODS AND SYSTEMS	EUROPE	US2018308010 (A1)	October 25, 2018
DOUBLE BLIND MACHINE LEARNING INSIGHT INTERFACE APPARATUSES, METHODS AND SYSTEMS	UNITED STATES OF AMERICA	US 11,449,787 B2	September 20, 2022

**Patent Applications**

N/A