

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8406024

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MURRAY LESSINGER AS TRUSTEE-ASSIGNEE FOR THE TRUST FOR THE BENEFIT OF CREDITORS OF XAPTUM, INC	01/26/2024
XAPTUM, INC	01/26/2024
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RPX CORPORATION
<b>Street Address:</b>	FOUR EMBARCADERO, SUITE 4000
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>PROPERTY NUMBERS Total: 17</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	61770850
Patent Number:	9887911
Patent Number:	10516602
Application Number:	62422469
Patent Number:	10425506
Application Number:	62636641
Patent Number:	11057352
Application Number:	62649537
Patent Number:	10965653
Application Number:	62664409
Patent Number:	10805439
Application Number:	62725663
Patent Number:	10924593
Application Number:	62773966
Patent Number:	10938877
Application Number:	62799471
Patent Number:	10912053
<b>CORRESPONDENCE DATA</b>	

**Fax Number:**

*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.*

**Email:** patents@rpxcorp.com

**Correspondent Name:** RPX CORPORATION

**Address Line 1:** FOUR EMBARCADERO

**Address Line 2:** SUITE 4000

**Address Line 4:** SAN FRANCISCO, CALIFORNIA 94111

<b>ATTORNEY DOCKET NUMBER:</b>	XAP-RPX
<b>NAME OF SUBMITTER:</b>	RYAN HANNEKEN
<b>SIGNATURE:</b>	/Ryan Hanneken/
<b>DATE SIGNED:</b>	01/26/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 24**

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## EXHIBIT A

### Patent Assignment

This patent assignment ("Assignment") is entered into as of January 24, 2024 (the "Effective Date"), by and between Murray Lessinger of White Oak Capital Management Advisors, LLC, d/b/a White Oak Group, not individually but solely as Trustee-Assignee of the Trust for the Benefit of Creditors of Xaptum, Inc., a Trust created and formed under the laws of the State of Illinois ("Trustee-Assignee"), Xaptum, Inc., a Delaware company with a principal place of business at <sup>3790 El Camino Real, Suite 900</sup> Palo Alto, California 94306 ("Xaptum"), and together with the Trustee-Assignee, "Seller", and RPX Corporation, a Delaware corporation, with principal place of business at Four Embarcadero Center, Suite 4000, San Francisco, CA 94111 ("Buyer").

For good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby irrevocably assigns, sells, grants, transfers and conveys and agrees to assign, sell, grant, transfer, and convey to Buyer, and Buyer hereby accepts and receives, all right, title, and interest throughout the world in and to:

(a) the issued patents and pending patent applications identified on Schedule 1 attached hereto and any issued patent or patent application that directly or indirectly claims or is amended to claim priority to any of the above, in whole or in part (the "Listed Patents");

(b) to the extent not included in (a), all issued patents, rights to inventions and pending and future applications for patents under U.S. law or regulation or of any foreign country with respect to the patentable inventions from which such Listed Patents arise, including without limitation utility patents, utility models, design patents, invention certificates, provisionals, continuations, divisionals, continuations-in-part, reexaminations, reissues, extensions and renewals, in all countries of the world, as well as any patents and patent applications to which any of the Listed Patents or any of the foregoing directly or indirectly claim priority, in whole or in part (subcategories (a) and (b) collectively, the "Assigned Patents");

(c) all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under or on account of the Listed Patents, including without limitation all causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind for past, current and future infringement; and

(d) all rights to collect royalties or other payments under or on account of the Assigned Patents and the foregoing subcategory (c).

Seller agrees upon request (and at the expense) of Buyer to, and if Seller is unable or unwilling to do so authorizes Buyer to act in Seller's name to: execute all oaths, assignments, powers, and any other papers necessary to perform Seller's obligations hereunder, testify in any proceeding, and otherwise take any action, and fully cooperate with Buyer to perform Seller's obligations hereunder, in each case, related to securing and enforcing Buyer's rights related to this Assignment. Each Seller confirms that none of the Assigned Patent Rights is subject to any liens, security interests, or other encumbrances. Nothing in this Agreement is intended to cast any doubt on the validity of the Trust or the authority of the Trustee-Assignee's rights, powers, or duties. Xaptum, Inc. is a party solely to transfer any remaining interest in the Assigned Patent Rights (if any), including the right to sue for past infringement of the Assigned Patent Rights.

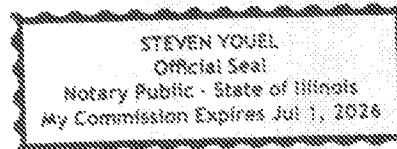
The terms and conditions of this Assignment will inure to the benefit of Buyer, its successors, assigns, and other legal representatives and will be binding upon Seller, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date. The individuals signing for the parties represent and warrant that he or she has authority to sign for and enter into this Assignment on behalf of the respective parties.

Seller:

Notary Seal:

Murray R. Lessinger, as Trustee-Assignee  
for The Trust for the Benefit of Creditors of  
Xaptum, Inc.



By: \_\_\_\_\_

Name: Murray Lessinger

Title: Trustee-Assignee

Date: 1/26/2024

Seller:

Notary Seal:

Xaptum, Inc.

By: \_\_\_\_\_

Name: Rohit Pasam

Title: Sole Director

Date: \_\_\_\_\_

Buyer:

RPX Corporation

By: \_\_\_\_\_

Name: David Anderson

Title: CFO

Date: 1/26/24

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date. The individuals signing for the parties represent and warrant that he or she has authority to sign for and enter into this Assignment on behalf of the respective parties.

Seller:

Notary Seal:

Murray R. Lessinger, as Trustee-Assignee  
for The Trust for the Benefit of Creditors of  
Xaptum, Inc.

By: \_\_\_\_\_

Name: Murray Lessinger

Title: Trustee-Assignee

Date: \_\_\_\_\_

Seller:

Notary Seal:

Xaptum, Inc.

By: \_\_\_\_\_

Name: Rohit Pasam

Title: Sole Director

Date: January 26<sup>th</sup>, 2024

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Santa Clara  
Subscribed and sworn to (or affirmed) before me  
on this 26 day of 01, 2024,  
by Rohit Pasam,  
proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.  
Signature: Jason Tri Nguyen

Buyer:

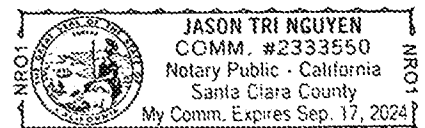
RPX Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## SCHEDULE 1

### PATENTS AND PATENT APPLICATIONS

Fam ily	Patent / Pub. No.	App. No.	Cou ntry	Status	Title	File Date	Issue / Pub. Date
1		US61/770850	US	Expired	SYSTEMS, METHODS, AND DEVICES FOR MULTIPLEXING DATA FROM MULTIPLE TRANSPORT PROTOCOLS	2/28/2013	
1	US9887911	US14/193616	US	Active	Systems, methods, and devices for adaptive communication in a data communication network	2/28/2014	2/6/2018
1	US10516602	US15/851946	US	Active	Systems, methods, and devices for adaptive communication in a data communication network	12/22/2017	12/24/2019
1	WO2014134 538	US20140195 95W	WO	Expired	Systems, methods, and devices for adaptive communication in a data communication network	2/28/2014	9/4/2014
2		US62/422469	US	Expired	SYSTEMS, METHODS AND DEVICES FOR EDGE ROUTING AND SYNCHRONIZATION IN A DATA COMMUNICATION NETWORK	11/15/2016	
2	US10425506	US15/812775	US	Expired	Transforming machine data in a communication system	11/14/2017	9/24/2019
3		US62/636641	US	Expired	MACHINE DATA NETWORKING IN A COMMUNICATION SYSTEM	2/28/2018	
3	US11057352	US16/246894	US	Active	Communication system and method for machine data routing	1/14/2019	7/6/2021

Family	Patent / Pub. No.	App. No.	Country	Status	Title	File Date	Issue / Pub. Date
4		US62/649537	US	Expired	SCALABLE AND SECURE MESSAGE BROKERING APPROACH IN A COMMUNICATION SYSTEM	3/28/2018	
4	US10965653	US16/360386	US	Active	Scalable and secure message brokering approach in a communication system	3/21/2019	3/30/2021
5		US62/664409	US	Expired	PRIORITIZING COMMUNICATION QUALITY LEVELS ASSOCIATED WITH MESSAGES OF A SESSION	4/30/2018	
5	US10805439	US16/388094	US	Active	Communicating data messages utilizing a proprietary network	4/18/2019	10/13/2020
6		US62/725663	US	Expired	VIRTUALIZATION WITH DISTRIBUTED ADAPTIVE MESSAGE BROKERING	8/31/2018	
6	US10924593	US16/549754	US	Active	Virtualization with distributed adaptive message brokering	8/23/2019	2/16/2021
7		US62/773966	US	Expired	ADAPTIVE PACKET BOUNDARY CONTROL IN A COMMUNICATION	11/30/2018	
7	US10938877	US16/692226	US	Active	Optimizing data transmission parameters of a proprietary network	11/22/2019	3/2/2021
8		US62/799471	US	Expired	ENFORCING GEOGRAPHIC RESTRICTIONS FOR MULTITENANT OVERLAY NETWORKS	1/31/2019	
8	US10912053	US16/741934	US	Active	Enforcing geographic restrictions for multitenant overlay networks	1/14/2020	2/2/2021

**CONFIDENTIAL**

**FOR DISCUSSION PURPOSES**

**EXHIBIT C**

*[see attached Trust and Assignment for the Benefit of Creditors of Xaptum, Inc.  
– to be recorded]*



**TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS OF  
XAPTUM, INC.**

**THIS TRUST AND AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS**, is made and entered into this 10 day of October 2022, by and between **XAPTUM, INC.**, a Delaware corporation located at Palo Alto, CA (hereinafter referred to as "XAPTUM"), and **MURRAY R. LESSINGER of WHITE OAK MANAGEMENT ADVISORS, LLC d/b/a White Oak Group**, not individually but solely as Trustee-Assignee, (hereinafter referred to as the "Trustee-Assignee").

**WITNESSETH:**

**WHEREAS**, Xaptum is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of transferring its property to an Assignee for the benefit of its creditors so that the property transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as is established and permitted by applicable law;

**WHEREAS**, the putative Trustee-Assignee has determined that the creditor body may be best served by maintaining the going concern value of the business by continuing to operate the business as the Trustee-Assignee for the benefit of creditors, and the parties desire to vest the Trustee-Assignee with all powers to continue the operations of the business as allowed by applicable law, however, Xaptum agrees that the Trustee-Assignee may decide that the continuation of the business is not in the best interests of the creditors of Xaptum and liquidate or sell the business;

**NOW, THEREFORE**, in consideration of Xaptum's existing indebtedness to its creditors, the express undertakings of the Trustee-Assignee and the mutual covenants contained herein, it is hereby **AGREED**:

1. **Creation and Object of Trust.** The name of this Trust shall be the “**Xaptum, Inc.**” (the “**Trust**”) and its object shall be the orderly operation, liquidation or sale of the assets and property of Xaptum, and the distribution of the proceeds therefrom to creditors of Xaptu in accordance with applicable law. Xaptum hereby nominates and appoints Murray Lessinger of White Oak Management Advisors, LLC, d/b/a White Oak Group, not individually but solely as Trustee-Assignee, to carry out the purpose of this Trust in accordance with its terms and conditions. The Trustee-Assignee shall have the rights, powers and duties hereinafter set forth, and shall receive reasonable compensation for his services and reimbursement of his expenses, including, but not limited to reimbursement of his attorneys’ fees and costs as set forth on Schedule 1 attached hereto. The Trustee-Assignee shall serve without bond. In the event of death, inability or refusal to act, or the resignation of Murray Lessinger, as Trustee-Assignee, then, in any such event, Jerry Newman also of WHITE OAK MANAGEMENT ADVISORS, LLC, d/b/a White Oak Group (not individually, but solely as Trustee-Assignee) is hereby appointed as Successor Trustee-Assignee ( the “**Successor Trustee-Assignee**”) with all the duties, rights, and powers herein imposed upon and granted to Murray Lessinger, as original Trustee-Assignee.

2. **Transfer of Assets.** Xaptum does hereby irrevocably grant, convey, assign, transfer and set over to the Trustee-Assignee, and his Successor Trustee-Assignee, all property and assets of Xaptum, whatsoever and where so ever situated, which are now, or ever have been, used in connection with the operation of Xaptum’s business. The property and assets transferred shall include, without limitation, if any such assets exist, all real and personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, general intangibles, patents, insurance premium and/or policy refunds, trade names, trademarks,

franchises, service marks, and causes of action. Title to the property and assets of Xaptum shall immediately vest in the Trustee-Assignee for the use and purpose hereinafter set forth, subject to all existing liens and security interests.

The Trustee-Assignee shall have the right to continue the operations of Xaptum to accomplish the sale or liquidation of the assets as he determines to be appropriate and necessary. Trustee-Assignee may hire former officers, directors, or employees, as he deems appropriate, as consultants to assist him as appropriate. In that event, the Assignee shall, to the extent necessary, appropriate and in his sole and absolute discretion, retain sufficient funds to pay the expenses of Xaptum in order to continue the operations of Xaptum, as a going concern, in order to maximize the sale of the Xaptum assets on a 'going concern' basis. Such expenses shall be set forth in a budget and must be approved by the Trustee-Assignee, in his sole discretion, before any expenditures are permitted to continue funding operations.

3. **Powers and Duties of Trustee-Assignee.** The Trustee-Assignee shall have, *inter alia*, the following powers, rights and duties:

- (a) To collect any and all accounts receivable owing to Xaptum.
- (b) To borrow money, on an unsecured or secured basis, as is appropriate, and obtain financial accommodations necessary to fund the operation and liquidation of the assets in the Trust from parties acceptable and on terms reasonably acceptable to Trustee-Assignee (including the execution of any amendment to the existing Xaptum loan documents) and pay all necessary administrative expenses related thereto.
- (c) To grant liens and security interests with priority in the Trust's assets as may be necessary or appropriate to secure financing for the liquidation or sale of the Trust assets.

(d) To endorse Xaptum's name on checks, drafts, instruments and other items of payment.

(e) To sell, or otherwise dispose of, if such exists, all real property of Xaptum in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute any and all documents necessary to effectuate a sale of any real or personal property and to convey title to same. The Trustee-Assignee shall have the power to continue the operations of Xaptum, in his discretion, should he determine that the going concern value of the business is in the best interests of the creditors and he deems such action to be appropriate. The Trustee-Assignee shall have the power to complete all work in process. To that end, the Trustee-Assignee shall have the power to enter into contracts respecting the continuing operations of Xaptum, and to take any and all action he deems necessary to keep and maintain the going concern value of Xaptum until the business assets can be sold or liquidated.

(f) To sell, or otherwise dispose of, if such exists, all tangible and intangible personal property of Xaptum, including, but not limited to, its inventory, all of its machinery, equipment, inventory, service marks, trade names, trademarks, patents, franchises, causes of action and general intangibles, at private or public sale upon such notice and upon such terms as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to employ an auctioneer to conduct such a sale and to advertise such sale in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute bills of sale and any other documents necessary to convey title to Xaptum's personal property. The Trustee-Assignee shall have the power to enter into an agreement with any party to participate in a liquidation sale with the Trustee-Assignee hereunder for the benefit of creditors sharing in the profits from such sale

(g) To employ attorneys, accountants, and such additional personnel (including, without limitation, other partners and employees of WHITE OAK MANAGEMENT ADVISORS, LLC, d/b/a White Oak Group) to whatever extent the Trustee-Assignee deems may be necessary to continue the operations of Xaptum, and to handle the administrative details and duties of this Trust.

(h) To determine and allow creditors' claims against Xaptum or the Trust for purposes of distribution and to require all creditors of Xaptum to whom a balance is now owing to submit verified statements of their accounts on or before a bar date established by the Trustee-Assignee.

(i) To settle any and all claims against or in favor of Xaptum, with full power to compromise, or in the discretion of the Trustee-Assignee, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing against or in favor of Xaptum.

(j) To pay the creditors of Xaptum out of the moneys which shall come into his hands as Trustee, that are not subject to any valid subsisting and enforceable liens or other encumbrances according to the following priorities to the extent provided by existing law:

First, all costs for the preservation of the Trust assets, including the maintenance and insurance thereon, the expenses of operation, and such other administrative expenses as shall be reasonably be incurred, including any secured claims created after the date of this Agreement.

Second, all costs and expenses incidental to the administration of the Trust, including the remuneration of the Trustee-Assignee and the payment of reasonable compensation for the services of attorneys for the Trustee-Assignee.

These costs and expenses shall include those incidental to the preparation and execution of this Trust Agreement. The Trustee-Assignee shall also have the right to pay an accountant reasonable compensation for services performed in connection with the administration of this Trust and the attorneys for Trustee and Xaptum for such services as shall be rendered in aid of the administration of this Trust and its property.

Third, all federal taxes of any nature whatsoever owing as of the date of this Trust Agreement, including, but not limited to, federal withholding tax, federal unemployment tax and other federal income, excise, property and employment taxes.

Fourth, all state and county taxes of any nature whatsoever owing as of the date of this Trust Agreement, including, but not limited to, state and county employment, property and income taxes.

Fifth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Trustee-Assignee shall make interim distributions whenever the Trustee-Assignee accumulates sufficient funds to enable him to make a reasonable distribution. No distribution shall be in an amount less than \$100,000, except the final distribution or in the Trustee-Assignee's sole discretion.

Sixth, the surplus, if any, of the Trust's funds, when all debts of the Trust shall have been paid in full, shall be paid and transferred to Xaptum's equity security holders in their order of priority.

(k) To do and perform any and all other acts necessary and proper for the orderly sale, liquidation or other disposition, including, but not limited to, the continuing operation of the business, abandonment of the assets and property of Xaptum and the distribution of the proceeds derived therefrom to the creditors of Xaptum.

4. **Employment of Counsel of Trustee-Assignee.** It is hereby represented and agreed by the parties that the Trustee-Assignee may retain counsel to render such legal services as the Trustee-Assignee requires or deems appropriate or necessary during the existence of this Trust. Additional special counsel may be retained by the Trustee-Assignee should he deem the same necessary to prosecute or defend any legal or equitable action or to perform such other duties as may be required in the circumstances.

5. **Rights of Creditors.** All rights and remedies of the creditors against any surety or sureties for Xaptum are hereby expressly reserved and nothing herein contained shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against Xaptum, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or other security which they now hold on any property, creditors or effects of Xaptum.

6. **Administration of Trust.** This Trust shall be administered out of court. The Trustee-Assignee shall, however, have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Trustee-Assignee may deem necessary, if, in his opinion, said action is desirable in connection with any dispute or claim arising hereunder.

7. **Liability of Trustee-Assignee.** It is understood and agreed that the Trustee-Assignee assumes no personal liability or responsibility for any debt of Xaptum or the Trustee-Assignee, but rather is to pay any such debt from the proceeds of the assets or property assigned hereunder. The obligations of the Trustee-Assignee hereunder shall be limited to the

performance of the terms and conditions of the Trust Agreement, in good faith and in the exercise of his best business judgment.

8. **Representations, Warranties and Covenants of Xaptum.** Xaptum hereby represents, warrants and covenants as follows:

(a) The list of creditors delivered concurrently herewith to the Trustee-Assignee is, to the best knowledge of Xaptum, complete and correct as reflected by the books and records of Xaptum, or through its officers and directors, as to names of said creditors, their addresses, and the amounts due them.

(b) Xaptum, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist the Trustee-Assignee in the orderly sale or liquidation of Xaptum's assets and the collection of moneys owing to Xaptum and in the distribution of said moneys and the proceeds of asset sales to Xaptum's creditors.

(c) Xaptum, through its officers and directors, shall provide the Trustee-Assignee with such further information regarding the assets and liabilities of Xaptum as the Trustee-Assignee may request from time to time.

(d) Xaptum shall execute and deliver to the Trustee-Assignee any documents or instruments necessary or appropriate for the Trustee-Assignee to perform his duties under the Trust Agreement and this Assignment for the Benefit of Creditors.

9. **Durable Power of Attorney.** Xaptum herewith makes and appoints the Trustee-Assignee as its true and lawful attorney for it and in its name and on its behalf to sign, seal, acknowledge, and deliver, and cause to be recorded, if necessary, all instruments, bills of sale, conveyances, and other documents of every nature and kind that, in the Trustee-Assignee's sole discretion he deems necessary or advisable to fulfill his duties and responsibilities hereunder. Without limiting the generality of the foregoing, Xaptum hereby grants to the



Trustee-Assignee full power and authority to do and perform all acts and every act and thing whatsoever as fully as Xaptum might or could do. By these provisions, Xaptum means and intends to grant to the Trustee-Assignee a durable and sustaining Power of Attorney.

10. **Acceptance by Trustee-Assignee.** The Trustee-Assignee does hereby accept the Trust herein created and agrees to faithfully perform the same according to the best of the Trustee-Assignee's skill, knowledge and ability. It is understood that the Trustee-Assignee shall receive reasonable compensation for his services rendered in connection with this Trust.

11. **Miscellaneous.**

(a) **Jurisdiction and Venue.** The state and federal courts of the State of Illinois shall have exclusive jurisdiction over the assignment effected hereby, the actions of the Trustee-Assignee in such capacity, and all matters relating to the administration of this Trust, including the determination of any and all controversies arising under or in connection with this Trust Agreement and Assignment for the Benefit of Creditors.

(b) **Construction.** Titles, headings, and subheadings used in this Trust Agreement and Assignment for the Benefit of Creditors are solely for ease of reference and shall not affect the construction of this Trust Agreement and Assignment for the Benefit of Creditors.

(c) **Successors and Assigns.** This Trust Agreement and Assignment for the Benefit of Creditors may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instruments.

(d) **Governing Law.** This Trust Agreement and Assignment for the Benefit of Creditors and Trustee-Assignee's duties hereunder shall be governed by the laws of the State of Illinois. Xaptum consents to the jurisdiction of the state and federal courts of Illinois on all matters arising out of or relating to this Trust Agreement and Assignment for the Benefit of Creditors to the Xaptum Inc.

(e) Integration. This Trust Agreement and Assignment for the Benefit of Creditors constitutes the entire agreement and understanding of the parties with respect of the subject matter of this Trust Agreement and Assignment for the Benefit of Creditors and supersedes any prior agreement or understanding of the parties concerning such subject matter.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written.

**XAPTUM, INC.**, a Delaware corporation

By: 

Its Board Member

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

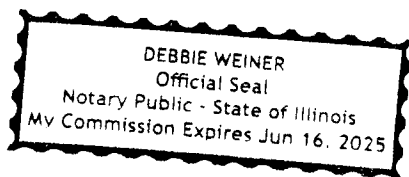
ACCEPTANCE

I, Murray R. Lessinger, the Trustee-Assignee herein above named, do hereby accept the Trust hereinafter set forth, not individually, but as Trustee-Assignee, subject to the conditions set forth above.

**WHITE OAK MANAGEMENT ADVISORS,  
LLC, d/b/a White Oak Group**

By: \_\_\_\_\_

At Chicago, Illinois, this 18th day of October, 2022.



Subscribed and Sworn to before me this 18th day of October, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

## **SCHEDULE 1**

### **FEES**

Fees to be paid to Trustee-Assignee:

Fees paid as follows:

- An additional retainer payment of \$25,000.00 for the Trustee-Assignee and his counsel, including estimated expenses of \$5,000 upon execution of Assignment agreement.
- Sale Fee of 10% of proceeds from sale of intangibles including IP. Retainer fees paid (\$20 thousand) will be credited against the Sale fee.
- Ongoing investment banking and administrative fees based on professional time spent. My current billing rate is \$535 per hour and other firm professionals will bill their time at their hourly rates.

**XAPTUM SHAREHOLDER****APPROVAL**

The undersigned, being voting shareholders of Xaptum, Inc., a Delaware corporation (the “Company”) do hereby pursuant to the voting rights granted under the By-Laws of the Company approve the entry by the Company of a Trust Agreement and Assignment for the Benefit of Creditors (the “Trust”).

Name	Class of Shares	Signatures
Rohit Pasam	Common A	DocuSigned by: Rohit Pasam September 13, 2022 29EF9DD8ED364C9 Rohit Pasam
Jai S. Shekhawat Trust	Series Seed Preferred	DocuSigned by: Jai S. Shekhawat September 13, 2022 3E6176F39B8947F Jai S. Shekhawat
KGC Capital	Series Seed Preferred	DocuSigned by: Chris Capps September 13, 2022 B53F265978584D1 Chris Capps
Hyde Park Angels	Series Seed Preferred, Series Seed Preferred Plus	Corrected in Addendum
SSG Investments, LLC	Series Seed Preferred Plus	DocuSigned by: Sunil Gaitonde September 14, 2022 2BABA04A947E44A Sunil Gaitonde
Hardik Bhatt	Series Seed Preferred	DocuSigned by: Hardik Bhatt September 16, 2022 94F8382914604BF Hardik Bhatt
Xaptum-VCapital, LLC	Series Seed Preferred Plus	Ryan Kole
Alexander Family Holdings, LLC	Series Seed Preferred	DocuSigned by: Philip Alexander Sr. September 16, 2022 297148550FAA44C Philip Alexander Sr.

Andres Mendoza Pena	Series Seed Preferred	DocuSigned by: <i>Andres Mendoza Pena</i> September 13, 2022 Andres Mendoza Pena
Dan Hesse	Series Seed Preferred, Series Seed Preferred Plus	DocuSigned by: <i>Dan Hesse</i> September 16, 2022 Dan Hesse
Caerus Xaptum Investments	Series Seed Preferred Plus	DocuSigned by: <i>Gary Grube</i> September 13, 2022 Gary Grube
The Cowell 2012 Family Trust	Series Seed Preferred Plus	DocuSigned by: <i>Casey Cowell</i> September 26, 2022 Casey Cowell
Fore A Limited Partnership	Series Seed Preferred Plus	DocuSigned by: <i>Arjun Dutt</i> September 13, 2022 Arjun Menon Dutt
G2T3V LLC	Series Seed Preferred, Series Seed Preferred Plus	DocuSigned by: <i>Howard Tullman</i> September 13, 2022 Howard Tullman
Ian Wong	Series Seed Preferred Plus	  Ian Wong
Illinois VENTURES, LLC	Series Seed Preferred Plus	  Nancy Sullivan
The Jain Family Trust (Nov 9, 2006)	Series Seed Preferred Plus	  Charu Jain
John David	Series Seed Preferred Plus	  John David
Lisa Emerick-Iaconetti 2007 Living Trust	Series Seed Preferred Plus	DocuSigned by: <i>Lisa Emerick-Iaconetti</i> September 16, 2022 Lisa Emerick-Iaconetti
Loud Capital Fund, LLC	Series Seed Preferred Plus	DocuSigned by: <i>Nishad Parmar</i> September 14, 2022 Nishad Parmar

Michael Seedman	Series Seed Preferred Plus	DocuSigned by: <u>Michael Seedman</u> September 19, 2022 151188FD842B446 Michael Seedman
Pasam & Boyina, LLC	Series Seed Preferred, Series Seed Preferred Plus	DocuSigned by: <u>Rohit Pasam</u> September 13, 2022 28FF80D8EC384C9 Rohit Pasam
AGVF-PAV2 Xaptum 2018, LLC	Series Seed Preferred Plus	<u>Corrected in Addendum</u>
Avinash Jain	Series Seed Preferred, Series Seed Preferred Plus	<u>Avinash Jain</u>
Raina Investments, LLC	Series Seed Preferred Plus	DocuSigned by: <u>Ajay Raina</u> September 28, 2022 58F5336287397486 Ajay Raina
Ramy Danial	Series Seed Preferred Plus	DocuSigned by: <u>Ramy Danial</u> September 13, 2022 ACCE543F71AE480 Ramy Danial
Richard Rushing	Series Seed Preferred	DocuSigned by: <u>Richard Rushing</u> September 19, 2022 173019718CDE6470 Richard Rushing
Sivananthan Laboratories, Inc.	Series Seed Preferred Plus	<u>Siva Sivananthan</u>
Soma Velayutham	Series Seed Preferred	DocuSigned by: <u>Soma Velayutham</u> September 26, 2022 F841203FA034478 Soma Velayutham
Sidhartha Tiku	Series Seed Preferred Plus	<u>Sidhartha Tiku</u>
The Parepally Family Living Trust	Series Seed Preferred Plus	<u>Srikanth Parepally</u>
Subba Reddy Somala	Series Seed Preferred, Series Seed Preferred Plus, Common A	<u>Subba Reddy Somala</u>

Techra Investments LLC	Series Seed Preferred, Series Seed Preferred Plus	DocuSigned by: <u>Mark Tebbe</u> September 16, 2022 14CE7E13FB946A Mark Tebbe
Terry Diamond Revocable Trust	Series Seed Preferred	DocuSigned by: <u>Terry Diamond</u> September 13, 2022 D65524B693D2422 Terry Diamond
Wim Elfrink	Series Seed Preferred	DocuSigned by: <u>Wim Elfrink</u> September 19, 2022 6772465D414A0 Wim Elfrink
Arun Sobti	Series Seed Preferred	Arun Sobti
Ahamed A. Ghani	Series Seed Preferred Plus	Ahamed A. Ghani
JK Investment Trust	Series Seed Preferred Plus	DocuSigned by: <u>K. Jayaram</u> September 19, 2022 D71F887E17E7A JK Investment Trust
Khalid Waheed	Series Seed Preferred Plus	Khalid Waheed
Kishore Katta	Series Seed Preferred Plus	DocuSigned by: <u>Kishore Katta</u> September 16, 2022 123C08D6126046B Kishore Katta
Mahesh Kumar Challuri	Series Seed Preferred Plus	DocuSigned by: <u>Mahesh Kumar Challuri</u> September 19, 2022 D93B224C1657455 Mahesh Kumar Challuri
Niranjana Reddy Nagareddy	Series Seed Preferred Plus	Niranjana Reddy Nagareddy
Raj S. Shaw	Series Seed Preferred Plus	DocuSigned by: <u>Raj S. Shaw</u> September 28, 2022 D0128C3E1E347 Raj S. Shaw
Ravi Vyata	Series Seed Preferred Plus	Ravi Vyata



Saleem Waheed	Series Seed Preferred Plus	<u>Saleem Waheed</u>
Vamshi Ginka	Series Seed Preferred Plus	<u>Vamshi Ginka</u>
Veera Kyabarsi	Series Seed Preferred Plus	DocuSigned by: <u>Veera Kyabarsi</u> September 16, 2022 A60F12B521B2441 Veera Kyabarsi
Venkateswara R. Budda	Series Seed Preferred Plus	<u>Venkateswara R. Budda</u>
Appala Krishna Uppalapati	Series Seed Preferred Plus	<u>Appala Krishna Uppalapati</u>
Srilatha Addanki	Series Seed Preferred Plus	<u>Srilatha Addanki</u>
Jaya Kudaravalli	Series Seed Preferred Plus	DocuSigned by: <u>K. Jaya</u> September 19, 2022 D7C84599D44747D Jaya Kudaravalli

**(CORRECTED SIGNATURES I)**

**XAPTUM SHAREHOLDER**

**APPROVAL**

The undersigned, being voting shareholders of Xaptum, Inc., a Delaware corporation (the "Company") do hereby pursuant to the voting rights granted under the By-Laws of the Company approve the entry by the Company of a Trust Agreement and Assignment for the Benefit of Creditors (the "Trust").

Name	Class of Shares	Signatures
HPA Xaptum Investment, LLC	Series Seed Preferred, Series Seed Preferred Plus	DocuSigned by: Hardik Bhattacharya 84F2382214604BF Hardik Bhatt September 20, 2022
AGVF-PAV2 Xaptum 2018, LLC	Series Seed Preferred	DocuSigned by: Anton Simakov 97D48E51E81B4F8 Anton S. September 19, 2022