

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI9035

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/22/2024

CONVEYING PARTY DATA

Name	Execution Date
Core Scientific Operating Company	01/22/2024

RECEIVING PARTY DATA

Company Name:	Core Scientific, Inc.
Street Address:	210 Barton Springs Road
Internal Address:	Suite 300
City:	Austin
State/Country:	TEXAS
Postal Code:	78704

PROPERTY NUMBERS Total: 55

Property Type	Number
Application Number:	16268410
Application Number:	16268392
Application Number:	16268433
Application Number:	16268428
Application Number:	16268424
Application Number:	16053648
Application Number:	16777503
Application Number:	29712517
Application Number:	16529384
Application Number:	16589100
Application Number:	16659051
Application Number:	16707870
Application Number:	16707904
Application Number:	16707964
Application Number:	16776213
Application Number:	16841659
Application Number:	16779563
Application Number:	16900860

PATENT

Property Type	Number
Application Number:	16879157
Application Number:	16879564
Application Number:	16936101
Application Number:	16938085
Application Number:	16938565
Application Number:	16992093
Application Number:	17076711
Application Number:	17102604
Application Number:	17081393
Application Number:	17095310
Application Number:	17095329
Application Number:	17095335
Application Number:	17126758
Application Number:	17150340
Application Number:	17161042
Application Number:	17383004
Application Number:	17476766
Application Number:	17476786
Application Number:	17476796
Application Number:	17476836
Application Number:	17575184
Application Number:	17691562
Application Number:	17737491
Application Number:	17744004
Application Number:	17744017
Application Number:	17737505
Application Number:	17738646
Application Number:	17738654
Application Number:	17741544
Application Number:	17744023
Application Number:	17744915
Application Number:	17749550
Application Number:	17864659
Application Number:	17953932
Application Number:	18286991
Application Number:	18286993
Application Number:	18286988

CORRESPONDENCE DATA**Fax Number:** 2485940610*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.***Phone:** 2485940600**Email:** patentmail@fishstewip.com**Correspondent Name:** Mr. Michael B. Stewart**Address Line 1:** 800 Tower Drive**Address Line 2:** Suite 610**Address Line 4:** Troy, MICHIGAN 48098

NAME OF SUBMITTER:	Jennifer Greer
SIGNATURE:	Jennifer Greer
DATE SIGNED:	02/06/2024

Total Attachments: 7

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “Agreement”), dated as of January 22, 2024, is entered into by and between Core Scientific Operating Company, a Delaware corporation (“Old Core”), and Core Scientific, Inc., a Delaware corporation (the “Company”).

RECITALS

WHEREAS, upon the terms of this Agreement, Old Core shall merge with and into the Company (the “Merger”), the separate corporate existence of Old Core shall cease and the Company will be the surviving corporation (the “Surviving Corporation”); and

WHEREAS, the Merger has been deemed approved by the Company without the need for board of directors or stockholder approval pursuant to Section 303 of the DGCL because it is being effected pursuant to the Order of the United States Bankruptcy Court for the District of Delaware, dated January 16, 2024 (the “Confirmation Order”) in In re: Core Scientific, Inc., et al., Case No. 22-90341 (CML) confirming the Fourth Amended Joint Chapter 11 Plan (the “Plan”) of Core Scientific Inc. and its Affiliated Debtors, dated January 15, 2024 [Docket No. 1722] for the Company and certain related entities under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101-1330), as amended, authorizing such action.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.01 Merger.

(a) Merger; Merger Effective Time. Promptly following execution of this Agreement, Old Core and the Company shall file a certificate of merger in the form attached hereto as Exhibit A (the “Certificate of Merger”) with the Secretary of State of the State of Delaware and shall make all other filings or recordings as may be required under the DGCL or any other applicable law in order to effect the Merger. The Merger shall become effective upon the date of execution of this Agreement (the “Merger Effective Time”). At the Merger Effective Time, the separate existence of Old Core shall cease and the Company shall continue its existence under the DGCL as the Surviving Corporation. From and after the Merger Effective Time, all of the properties, assets, rights, privileges, powers and franchises of each of the parties hereto will vest in the Surviving Corporation, and all of the debts, liabilities, obligations and duties of each of the parties hereto will become the debts, liabilities, obligations and duties of the Surviving Corporation each as provided in the Plan. The Merger shall have the effects set forth in the Certificate of Merger and this Agreement.

(b) Effect on Securities. At the Merger Effective Time, by virtue of the Merger and without any further action on the part of the parties, or any holder of any shares of stock or other equity interests of any of the parties, (i) each share of capital stock of the Company issued and outstanding immediately prior to the Merger Effective Time shall not be converted in any manner and shall remain unchanged except as provided in the Plan, and (ii) each share of capital stock of Old Core issued and outstanding immediately prior to the Merger Effective Time, all of which are held by the Company, shall automatically be cancelled and retired and shall cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor.

(c) Organizational Documents. (i) The certificate of incorporation of the Company, as in effect immediately prior to the Merger Effective Time, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended in accordance with the provisions thereof, the Plan or the DGCL, and (ii) the bylaws of the Company, as in effect immediately prior to the Merger Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with the provisions thereof, the Plan or the DGCL.

(d) Directors; Officers. From and after the Merger Effective Time, (i) the directors of the Company serving immediately prior to the Merger Effective Time shall be the directors of the Surviving Corporation, and (ii) the officers of the Company serving immediately prior to the Merger Effective Time shall be the officers of the Surviving Corporation, in each case, except as provided by the Plan or until the earlier of their death, resignation or removal, their respective successors are duly elected or appointed and qualified as provided in the Plan or in the certificate of incorporation or bylaws provided for in the Plan, as the case may be.

(e) Name of the Surviving Corporation. From and after the Merger Effective Time, the name of the Surviving Corporation shall be "Core Scientific, Inc."

ARTICLE II

MISCELLANEOUS

Section 2.01 Amendment. This Agreement may be amended, modified, or supplemented only pursuant to a written instrument making specific reference to this Agreement and signed by each of the parties hereto.

Section 2.02 Binding Effect; No Third-Party Beneficiary. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and, nothing express or implied in this Agreement, is intended or shall be construed to confer upon or give any other person any right, benefit, or remedy under or by reason of this Agreement.

Section 2.03 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be an original, and all of which when taken together shall constitute one and the same instrument.

Section 2.04 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto in respect of the subject matter hereof, and supersedes any and all prior agreements or understandings between the parties hereto in respect of such subject matter.

Section 2.05 Governing Law. This Agreement and any claim, controversy or dispute arising (whether in contract or tort) that may be under, based upon, arising out of, or related to this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

Section 2.06 Headings. The article and section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

Section 2.07 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties hereto further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first above written.

Core Scientific, Inc.

DocuSigned by:
Todd DuChene
By: _____
Name: Todd DuChene
Title: Chief Legal Officer, Chief Administrative Officer, and Secretary

Core Scientific Operating Company

DocuSigned by:
Todd DuChene
By: _____
Name: Todd DuChene
Title: EVP, General Counsel and Secretary

[SIGNATURE PAGE TO MERGER AGREEMENT]

Exhibit A

Certificate of Merger

[See Attached]

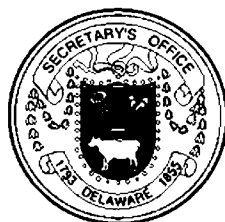
Delaware


The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CORE SCIENTIFIC OPERATING COMPANY", A DELAWARE CORPORATION, WITH AND INTO "CORE SCIENTIFIC, INC." UNDER THE NAME OF "CORE SCIENTIFIC, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF JANUARY, A.D. 2024, AT 4:32 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

4571922 8100M
SR# 20240195994

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202637819
Date: 01-22-24

PATENT
REEL: 066507 FRAME: 0683

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS**

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving Delaware corporation is Core Scientific, Inc.
_____, and the name of the Delaware
corporation being merged into this surviving corporation is Core Scientific Operating Company
_____.

SECOND: The Agreement of Merger has been approved, adopted, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the Delaware General Corporation Law.

THIRD: The name of the surviving corporation is Core Scientific, Inc.
_____ a Delaware corporation.

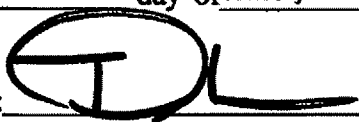
FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on upon filing _____.

SIXTH: The executed Agreement of Merger is on file at 210 Barton Springs Road, Suite 300
Austin, TX 78704
_____,
an office of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 22 day of January, A.D.,
2024.

By:  _____
Authorized Officer

Name: Todd DuChene
Print or Type