

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI514340

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	Cloudfinder Sweden AB	01/20/2023
RECEIVING PARTY DATA		
Company Name:	eFolder, Inc.	
Street Address:	707 17TH ST. SUITE 3900	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80202	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	14088023	
Application Number:	61837309	
Patent Number:	9202069	
CORRESPONDENCE DATA		
Fax Number:	3128622200	
<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:	3128622000	
Email:	jeffrey.norgle@Kirkland.com	
Correspondent Name:	Jeffrey Norgle	
Address Line 1:	333 W Wolf Point Plaza	
Address Line 2:	Kirkland & Ellis LLP	
Address Line 4:	Chicago, ILLINOIS 60654	
ATTORNEY DOCKET NUMBER:	46581-20	
NAME OF SUBMITTER:	Jeffrey Norgle	
SIGNATURE:	Jeffrey Norgle	
DATE SIGNED:	09/23/2024	
Total Attachments: 5		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment (this “*Assignment*”) is entered into as of January 20, 2023, by and among Cloudfinder Sweden AB (“*Assignor*”) and eFolder, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor has agreed to transfer to Assignee all worldwide intellectual property or proprietary rights owned by Assignor as of the effective date of this Assignment, including, but not limited to, the registered and unregistered trademarks including those listed on **Schedule A** attached hereto (“*Trademarks*”), the copyrights including those listed on the same **Schedule A** (“*Copyrights*”), the patents and patent applications including those listed on the same **Schedule A** (“*Patents*”), and collectively with the Trademarks, Copyrights, Patents, and all other worldwide intellectual property or proprietary rights owned by Assignor as of the effective date of this Assignment, the “*Intellectual Property Assets*”); and

WHEREAS, Assignor and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), and all foreign trademark offices and any other appropriate governmental or administrative offices (where applicable) as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office.

NOW, THEREFORE, for one hundred dollars (\$100) cashed paid by Assignor to Assignee, and all other good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I ASSIGNMENT

Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of Assignor’s worldwide right, title and interest in and to all Intellectual Property Assets, including the following assignments:

(a) Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to Trademarks, including all of Assignor’s state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business of Assignor as symbolized by Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) Assignor hereby assigns, transfers and delivers to the Assignee all right, title, and interest in and to Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. Assignor hereby waives any claim that Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) Assignor hereby assigns, transfers and delivers to the Assignee the full, exclusive, and entire right, title, and interest in and to Patents, including any provisional rights therein, in and to any divisions, continuations, continuations-in-part, reexaminations, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, preparatory to obtaining Letters Patent of the United States therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. Assignors hereby request the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, continuation-in-part, reexamination, or reissue thereof, to the

Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(d) Assignor hereby assigns, transfers and delivers unto the Assignee the full, exclusive and entire right, title, and interest in and to any foreign patent or application or applications corresponding to said patent or application described in clause (c) above, in whole or in part, including any provisional rights therein, in countries other than the United States in part, in and to any Letters Patent and similar protective rights granted on said foreign patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, and hereby request said foreign applications to be filed and issued in the name of the Assignee, or its designee insofar as permitted by applicable law, including all rights to damages and profits, due or accrued, arising out of past infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

ARTICLE II

COOPERATION AND RECORDATION.

Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request, to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office, all at the sole expense of Assignee. Assignors further agree that all necessary records of Assignors to establish priority of invention in any interference or similar proceeding will, to the extent available, be made available at no additional charge to the Assignee, in the event such records are needed in connection with any of the assigned Letters Patent or applications for Letters Patent.

ARTICLE III

GOVERNING LAW.

This Agreement and all matters arising directly or indirectly here from shall be governed by and construed in accordance with the 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.

ARTICLE IV

DELIVERY OF TANGIBLE ITEMS; CONFIDENTIALITY OF CERTAIN ITEMS.

Each Assignor shall arrange for delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of Assignor.

The non-public aspects of Axcient x360Cloud (e.g., its source code) constitute Assignee's confidential information (the "Confidential Information"). Assignor shall hold in the strictest confidence, and agrees not to disclose directly or indirectly to any person, firm, corporation or other entity, without written authorization from Assignee in each instance, any Confidential Information in its possession or under its control, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of Assignor or of others who were under confidentiality obligations as to the item or items involved; provided that Assignor may disclose the Confidential Information to its contractors if (a) each contractor has a need to know such information in the performance of its duties to Assignor and (b) each such contractor has written obligations of confidentiality, non-disclosure, and non-use covering the Confidential Information that are no less restrictive than this confidentiality provision. Assignor will certify its compliance with this section in writing from time to time on request by Assignee. This Section shall survive for five (5) years from the Effective Date, provided that Assignor's obligations with respect

to Confidential Information that constitutes a trade secret under applicable law shall survive in perpetuity for as long as such information remains in Assignor's possession or under its control.


**ARTICLE V
MAINTENANCE.**

Each Assignor agrees that it has and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNOR

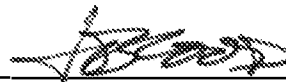
Cloudfinder Sweden AB


Kevin Hoffman (JAN 22, 2009 10:11 MST)

Name: Kevin Hoffman
Title: Director

ASSIGNEE




eFolder, Inc.



Name: John Blood, CFO of eFolder, Inc.
Title:

SCHEDULE A

Trademarks

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
 Cloudfinder	86/309,154 5,129,445 United States	June 13, 2014 January 24, 2017	Cloudfinder Sweden AB	Registered
CLOUDFINDER	011861242 N/A Europe	May 31, 2013	Cloudfinder Sweden AB	Abandoned
SAFEHAVEN	011861382 / 011861382 / Europe	May 31, 2013 / October 23, 2013	Cloudfinder Sweden AB	Registered
SAFEHAVEN	UK00911861382 / UK00911861382 / GB	May 31, 2013 / October 23, 2013	Cloudfinder Sweden AB	Registered
	011861333 / 011861333 / Europe	May 31, 2013 / October 23, 2013	Cloudfinder Sweden AB	Registered
	UK00911861333 / UK00911861333 / GB	May 31, 2013 / October 23, 2013	Cloudfinder Sweden AB	Registered

Copyrights

- Axcient x360Cloud

Patents

Party	App No. /Patent No. /Country	Filing Date /Issue Date	Invention Title	Status
Cloudfinder Sweden AB	14/087,564 9,202,069 US	11/22/2014 12/01/2015	ROLE BASED SEARCH	ISSUED

Cloudfinder Sweden AB	14/088,023 N/A US	11/22/2013 N/A	MULTI SOURCE UNIFIED SEARCH	ABANDONED
Cloudfinder Sweden AB	61/837,309 N/A US	11/22/2013 N/A	ROLE BASED SEARCH	EXPIRED