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Filing date: **08/23/2023**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding no.	92082445
Party	Plaintiff Coginiti Corp
Correspondence address	AUDREY A. MILLEMANN WEINTRAUB TOBIN 400 CAPITOL MALL 11TH FLOOR SACRAMENTO, CA 95814 UNITED STATES Primary email: amillemann@weintraub.com Secondary email(s): ngollner@weintraub.com, trademarks@weintraub.com 916-558-6033
Submission	Withdrawal of Petition to Cancel
Filer's name	Audrey A. Millemann
Filer's email	amillemann@weintraub.com, ngollner@weintraub.com
Signature	/Audrey A. Millemann/
Date	08/23/2023
Attachments	Assignment.pdf(148213 bytes )

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”) dated effective as of August 9, 2023, is by and between Coginiti Corp, a Delaware corporation (“**Coginiti**”) and Noblesoft Technologies Inc., a Texas corporation (“**Noblesoft**”). Coginiti and Noblesoft are parties to that certain Settlement and Release Agreement, dated as of August 9, 2023 (the “**Settlement Agreement**”), the terms of which are incorporated herein by this reference.

**WHEREAS**, under the terms of the Settlement Agreement, Noblesoft has conveyed, transferred, and assigned to Coginiti, among other assets, certain intellectual property of Noblesoft, and has agreed to execute and deliver this Trademark Assignment.

**NOW, THEREFORE**, the parties agree as follows:

1. Trademark Assignment. For the consideration set forth in the Settlement Agreement, the receipt and adequacy of which is hereby acknowledged, Noblesoft hereby irrevocably sells, assigns, transfers, and conveys to Coginiti all of Noblesoft’s right, title, and interest in and to U.S. trademark registration 6,430,039 for “Coginiti” and the common law rights for the trademark “Coginiti” (collectively the “Mark” as defined in the Settlement Agreement).

2. Transfer of Registration. Noblesoft shall take such steps and actions, and provide such cooperation and assistance to Coginiti and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, assignments, powers of attorney, or other documents, as may be necessary to effect or perfect the assignment of the Mark to Coginiti.

3. Representations and Warranties. Noblesoft represents and warrants that it has unencumbered rights in the Mark and has the authority to transfer the Mark. Noblesoft’s registration, ownership, and use of the Mark does not infringe, misappropriate, dilute, or otherwise violate any right, including any intellectual property right, of any other person or entity.

4. Miscellaneous.

(a) Choice of Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its provisions on conflicts of law.

(b) Succession. This Trademark Assignment shall be binding upon and shall inure to the benefit of Noblesoft and Coginiti and their respective successors and assigns.

(c) Counterparts. This Trademark Assignment may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(d) Settlement Agreement. This Trademark Assignment is made pursuant to the Settlement Agreement and is subject to its terms. In the event of a conflict between the terms of the Trademark Assignment and the Settlement Agreement, the terms and conditions of the Settlement Agreement shall control.

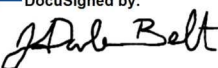
(e) Severability. If any provision of this Trademark Assignment is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Trademark Assignment which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

(f) No Assignment. Neither this Trademark Assignment nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent and any attempt to the contrary shall be void.

(g) Amendment. The provisions of this Trademark Assignment may be modified at any time only by a writing executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

**COGINITI CORP**, a Delaware corporation

DocuSigned by:  
  
AA1C85CE8A3F42A...

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

Name: Dale Belt

Title: Chief Financial Officer

**NOBLESOFT TECHNOLOGIES INC.**, a Texas corporation

DocuSigned by:  
  
32E1BAD0A90C4E3...

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

Name: Venkat Yerubandi

Title: Chief Executive Officer