

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM668081

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Manhattan Engineering Incorporated		06/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Affirm, Inc.		
<b>Street Address:</b>	650 California Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94108		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87035198	CODING COPILOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128324700		
<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>			
<b>Phone:</b>	312 832-4500		
<b>Email:</b>	jrodriguez@foley.com		
<b>Correspondent Name:</b>	Jami A. Gekas & Foley & Lardner LLP		
<b>Address Line 1:</b>	321 North Clark Street		
<b>Address Line 2:</b>	Suite 3000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	117726-2022		
<b>NAME OF SUBMITTER:</b>	Matt Witsman		
<b>SIGNATURE:</b>	/Matthew D. Witsman/		
<b>DATE SIGNED:</b>	08/17/2021		
<b>Total Attachments: 5</b>			
source=Manhattan Engineering (dba Kite) IP Assignment#page1.tif			
source=Manhattan Engineering (dba Kite) IP Assignment#page2.tif			
source=Manhattan Engineering (dba Kite) IP Assignment#page3.tif			

OP \$40.00 87035198

source=Manhattan Engineering (dba Kite) IP Assignment#page4.tif  
source=Manhattan Engineering (dba Kite) IP Assignment#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Assignment Agreement*”), is made and entered into as of June 1, 2021 (the “*Effective Date*”), by and between Affirm, Inc., a Delaware corporation (“*Assignee*”) and Manhattan Engineering Incorporated, a Delaware corporation (“*Assignor*”).

**WHEREAS**, pursuant to the Asset Purchase Agreement dated as of June 1, 2021 by and between Assignor, Assignee, and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the representative, agent and attorney-in-fact of Assignor (the “*Asset Purchase Agreement*”), Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee, in reliance on the representations and warranties of Assignor, has agreed to purchase and acquire from Assignor, free and clear of all Liens, all of Assignor’s right, title and interest, direct or indirect, in and to the Intellectual Property (as defined below) set forth in Section 1; and

**WHEREAS**, capitalized terms used but not otherwise defined in this Assignment Agreement have the meanings assigned to such terms in the Asset Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Assignment. Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to Assignee all of Assignor’s rights, title and interest of every kind, nature and description in, to and under (a) the patents and patent applications listed on Schedule A hereto (“*Patents*”); (b) the copyright registrations listed on Schedule B hereto (“*Copyrights*”); (c) the trademark registrations and trademark applications listed on Schedule C hereto (“*Trademarks*”); (d) the domain names listed on Schedule D hereto (“*Domain Names*”, and together with the Patents, Copyrights and Trademarks, the “*Registered Intellectual Property*”), including but not limited to (i) any and all goodwill connected with the use of and symbolized by such Registered Intellectual Property; and (ii) the rights, as applicable: (A) to sue and recover damages, refunds, rights of recovery, rights of setoff and rights of recoupment of any kind and obtain other equitable relief for present and future infringement, dilution, misappropriation or other violation or conflict associated with such Registered Intellectual Property accruing or arising at any time prior to, on or after the Effective Date, whether choate or inchoate, known or unknown, contingent or otherwise, (B) to claim priority based on such Registered Intellectual Property under the laws of any jurisdiction and/or under international conventions or treaties, (C) to prosecute, register, maintain and defend such Registered Intellectual Property before the United States Patent and Trademark Office, the United States Copyright Office, any domain name registrar, and any other relevant public or private entities, agencies, authorities, or registrars in any applicable jurisdictions in the world (each, an “*IP Authority*”) and (D) to fully and entirely stand in the place of such Assignor and its affiliates, as applicable, in all matters related to such Registered Intellectual Property as if this Assignment Agreement had not been made.

SECTION 2. Recordation. Assignor hereby authorizes Assignee to record this Assignment Agreement with any relevant IP Authority so as to perfect its ownership of the Registered Intellectual Property. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the relevant IP Authority to transfer all registrations and applications for the Registered Intellectual Property to Assignee as assignee of Assignor’s right, title and interest therein, in accordance with this Assignment Agreement, and to issue to Assignee all registrations which may issue with respect to any applications for Intellectual Property Rights in such Registered Intellectual Property.

SECTION 3. Further Assurances. From and after the Effective Date, upon Assignee's reasonable request and at Assignee's expense, Assignor shall cooperate with Assignee to (a) execute, acknowledge and deliver all instruments of transfer, conveyance, assignment and assumption, powers of attorney and any others documents or instruments; (b) file or cause to be filed all filings with the appropriate IP Authority; and (c) take or cause to be taken all actions as may be reasonably required to convey and transfer to and vest in Assignee and protect its right, title and interest in, to and under all of the Registered Intellectual Property, and as otherwise may be appropriate to carry out the transactions contemplated by this Assignment Agreement.

SECTION 4. Miscellaneous.

(a) Severability. In the event that any provision of this Assignment Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Assignment Agreement shall continue in full force and effect and shall be interpreted so as reasonably necessary to effect the intent of the parties hereto. The parties hereto shall use reasonable best efforts to replace such void or unenforceable provision of this Assignment Agreement with a valid and enforceable provision that shall achieve, to the greatest extent possible, the economic, business and other purposes of such void or unenforceable provision.

(b) Amendment. The parties hereto may amend this Assignment Agreement by authorized action at any time pursuant to an instrument in writing signed on behalf of each of the parties hereto.

(c) Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(d) Counterparts. This Assignment Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood that all parties hereto need not sign the same counterpart. The delivery by facsimile or by electronic delivery in PDF format of this Assignment Agreement with all executed signature pages (in counterparts or otherwise) shall be sufficient to bind the parties hereto to the terms and conditions set forth herein. All of the counterparts will together constitute one and the same instrument and each counterpart will constitute an original of this Assignment Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Assignment Agreement as of the date first written above.

**AFFIRM, INC.**

By: Sharda Caro del Castillo

Name: Sharda Caro del Castillo

Title: Chief Legal Officer

**MANHATTAN ENGINEERING  
INCORPORATED**

By: Adam Smith  
Name: Adam Smith  
Title: President

**SCHEDULE C**

**Trademarks**

"Coding Copilot" US 87035198