

SUPPLEMENTAL INFORMATION PURSUANT TO RULE 3(A)
OF THE RULES OF THE COURT OF CHANCERY

EFiled: Aug 15 2022 04:52PM EDT
Transaction ID 67933102
Case No. 2022-0717-



The information contained herein is for the use by the Court for statistical and administrative purposes only. Nothing stated herein shall be deemed an admission by or binding upon any party.

1. Caption of Case: **In re: Jigsaw Meeting, LLC d/b/a Jigsaw Interactive, a Delaware limited liability company, Assignor, to: JI (ABC), LLC, a Delaware limited liability company, Assignee.**

2. Date Filed: **August 15, 2022**

3. Name and address of counsel for plaintiff(s):

**Evelyn J. Meltzer (#4581), Troutman Pepper Hamilton Sanders LLP
Hercules Plaza, Suite 5100, 1313 N. Market Street, P.O. Box 1709, Wilmington, DE 19899-1709**

4. Short statement and nature of claim asserted: **Assignment for the benefit of creditors under 10 Del. C. section 7381.**

5. Substantive field of law involved (check one):

<input type="checkbox"/> Administrative law	<input type="checkbox"/> Labor law	<input type="checkbox"/> Trusts, Wills and Estates
<input type="checkbox"/> Commercial law	<input type="checkbox"/> Real Property	<input type="checkbox"/> Consent trust petitions
<input type="checkbox"/> Constitutional law	<input type="checkbox"/> 348 Deed Restriction	<input type="checkbox"/> Partition
<input type="checkbox"/> Corporation law	<input type="checkbox"/> Zoning	<input type="checkbox"/> Rapid Arbitration (Rules 96,97)
<input type="checkbox"/> Trade secrets/trade mark/or other intellectual property		<input checked="" type="checkbox"/> Other

6. Related cases, including any Register of Wills matters (this requires copies of all documents in this matter to be filed with the Register of Wills): **N/A**

7. Basis of court's jurisdiction (including the citation of any statute(s) conferring jurisdiction):

10 Del. C. section 7381

8. If the complaint seeks preliminary equitable relief, state the specific preliminary relief sought. **N/A**

9. If the complaint seeks a TRO, summary proceedings, a Preliminary Injunction, or Expedited Proceedings, check here . (If #9 is checked, a Motion to Expedite must accompany the transaction.)

10. If the complaint is one that in the opinion of counsel should not be assigned to a Master in the first instance, check here and attach a statement of good cause.

/s/ Evelyn J. Meltzer

Signature of Attorney of Record & Bar ID
Evelyn J. Meltzer (Del. Bar No. 4581)



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE:)
)
JIGSAW MEETING, LLC)
d/b/a JIGSAW INTERACTIVE,)
a Delaware limited liability company,)
)
Assignor,)
)
To:)
)
JI (ABC), LLC,)
a Delaware limited liability company,)
)
Assignee.)
)
)
_____)

C.A. No. _____

**VERIFIED PETITION FOR ASSIGNMENT
FOR THE BENEFIT OF CREDITORS**

Assignee JI (ABC), LLC (“Assignee”) petitions (the “Petition”) the Court for an assignment for the benefit of creditors and states:

I. JURISDICTION AND PARTIES

1. 10 Del. C. §§ 7381-7387 confers jurisdiction on this Court in this case.
2. Assignor Jigsaw Meeting, LLC d/b/a Jigsaw Interactive (“Assignor” or “Jigsaw”) is a Delaware limited liability company with a principal place of business in Gainesville, Georgia.

3. Pursuant to its operating agreement, Assignee JI (ABC), LLC is a Delaware limited liability company, which has offices in care of Rock Creek Advisors LLC, 1738 Belmar Boulevard, Belmar, New Jersey 07719 (“Rock Creek”). Assignee is a newly formed, wholly-owned subsidiary of Rock Creek, a financial advisory firm possessing significant expertise in the business restructuring sector. Rock Creek’s services include, without limitation, financial advisory, turn around, restructuring, fiduciary and pension financial advisory services.

4. Rock Creek and its subsidiaries also specialize in serving as assignees in assignments for the benefit of creditors and will utilize this expertise in administering the Jigsaw assignment estate (the “Assignment Estate”) for the benefit of the Assignor.

II. Events Leading Up to Assignment for the Benefit of Creditors/Background

5. Assignor is indebted to creditors and lacks the financial wherewithal to operate as a going-concern entity for an extended period. As a result, Assignor is desirous of providing for payment of its debts so far as is possible through the process afforded under 10 Del. C. §§ 7381-7387 and has solicited the assistance of the Assignee and its affiliates to administer the Jigsaw Assignment Estate

6. On August 12, 2022, Assignor assigned all of its right, title, and interest in its assets pursuant to that certain General Assignment executed by the

Assignor and the Assignee (the “General Assignment”). A copy of the General Assignment is attached to this Petition as **Exhibit A**.

7. In connection with the General Assignment, Assignor also assigned on August 12, 2022, all of its right, title, and interest to any and all (i) patent rights and related intellectual property throughout the world pursuant to a certain Patent Assignment Agreement (the “Patent Assignment”), and (ii) trademark rights, copyrights and related intellectual property throughout the world pursuant to a certain Trademark Assignment Agreement (the “Trademark Assignment,” together with the Patent Assignment and General Assignment, the “Assignments”). A copy of the Patent Assignment and Trademark Assignment is attached to this Petition as composite **Exhibit B**.

8. Formed in 2008 and headquartered in Gainesville, Georgia, Jigsaw builds, sells and supports the only real-time, purpose-built, video-based virtual classroom, which effectively replicates the physical class environment in a digital setting for superior learning results. Jigsaw possesses a wide-ranging group of customers from virtual schools and colleges to major corporations and government-oriented entities.

9. As a competitor in a more crowded digital universe, Jigsaw’s last 18 months have been tumultuous. With the help of an investment banking firm, Jigsaw commenced a sale process in early 2021 with the hope of locating a buyer

for its assets. Shortly thereafter, Jigsaw did, in fact, locate a buyer. Beginning in April 2021, Jigsaw's executive committee, which is comprised of its board of managers, Josette Fleszar and Ginger Ackerman (the "Board"), James Chestnut and Benjamin Knight (collectively, the "Executive Committee"), engaged in negotiations with this prospective buyer. Despite these efforts, a deal was not consummated, and the company began considering other options.

10. Jigsaw has no secured debt. Prior to the General Assignment, Executive Committee member, James Chestnut, and Doug Ivester, loaned on an unsecured basis in excess of \$7 million to finance Jigsaw. In connection with their continuation of providing funding, Messrs. Chestnut and Ivester initiated an in-person meeting on May 31, 2022 with the remainder of the Board for the purpose of reviewing Jigsaw's profitability. They raised concerns about Jigsaw's monthly expenses, including development costs. In an effort to address these concerns, Jigsaw identified development companies to manage the company's application with the hope that Jigsaw could successfully operate under a reduced cost structure. Jigsaw soon learned in early June that these companies lacked the capabilities and resources to manage the Jigsaw application.

11. Jigsaw subsequently notified Messrs. Chestnut and Ivester on or about June 7, 2022 of the impracticality in hiring an outside development company. Jigsaw's conclusion significantly impacted the company's ability to obtain

additional funding from Messrs. Chestnut and Ivester, who determined that they would no longer fund the company regardless of what course of action the company selected.

12. Despite the unwillingness of Messrs. Chestnut and Ivester to provide funding, Jigsaw possesses the financial wherewithal to function for a short period of time as a going concern. The Assignor, in consultation with its seasoned professionals and consideration of numerous alternatives, determined that the filing of an assignment for the benefit of creditors while implementing a commercially reasonable sale process is the most appropriate mechanism for acting in the best interests of its creditors and shareholders and maximizing the value of the Assignment Estate's assets.

13. Along these lines, on or around July 12, 2022, the Assignee began implementing its sale process and has already reached out to 551 prospective parties to gauge interest in acquiring the Assignor's assets, which with the appropriate funding could result in significant upside. Coupled with the amount of time the Assignee has already spent in marketing the assets, the Assignee anticipates a 45-day sale period when factoring the overall timing of the process. As of this filing, letters of intent are due on August 26, 2022. Once the Assignee has reviewed all letters of intent, it will make a determination on whether an auction for the assets will be held.

14. The Assignee will endeavor to keep the Court apprised of the Assignee's sale efforts and the hope of providing meaningful distributions to creditors.

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WHEREFORE, Assignee requests that the Court assert jurisdiction pursuant to 10 Del. C. §§ 7381-7387.

Dated: August 15, 2022

TROUTMAN PEPPER HAMILTON SANDERS LLP

/s/ Evelyn J. Meltzer

Evelyn J. Meltzer (DE No. 4581)

Marcy J. McLaughlin Smith (DE No. 6184)

Hercules Plaza

1313 N. Market St., Suite 5100

P.O. Box 1709

Wilmington, DE 19899-1709

Counsel to Assignee, JI (ABC), LLC, a
Delaware limited liability company

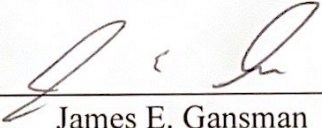


VERIFICATION

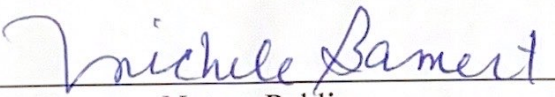
STATE OF NEW JERSEY)
) ss.:
COUNTY OF MONMOUTH)

I, James E. Gansman, an authorized representative for Petitioner JI (ABC), LLC (“Assignee”), a Delaware limited liability company, declare under penalty of perjury under the laws of Delaware and do hereby certify under oath that I have read the foregoing Verified Petition for Assignment for the Benefit of Creditors, and the facts contained therein are true and correct as they relate to the acts and deeds of Assignee and are true and correct to the best of my knowledge, information, and belief as to the other acts and deeds alleged.

JI (ABC), LLC, a Delaware limited liability company

By: 
James E. Gansman

SUBSCRIBED AND SWORN TO BEFORE
ME THIS 13th DAY OF AUGUST, 2022


Notary Public

My Commission Expires: 3/28/27

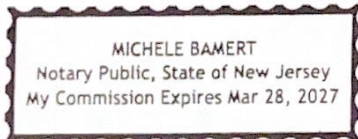




EXHIBIT A

GENERAL ASSIGNMENT

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (this “**General Assignment**”) is made this 12th day of August, 2022 (the “**Effective Date**”), by and between Jigsaw Meeting, LLC d/b/a Jigsaw Interactive, a Delaware limited liability company located at 9205 Raldon Road, Gainesville, GA. 30506, Federal Tax Identification Number 26-2587009, hereinafter referred to as “**Assignor**”, and **JI (ABC), LLC**, a Delaware limited liability company, located at 1738 Belmar Blvd., Belmar, New Jersey 07719, Federal Tax Identification Number 88-3559509, solely in its capacity hereinafter referred to as “**Assignee.**”

RECITALS

A. Assignor is indebted to various persons, corporations, and other entities and is unable to pay its debts in full. As a result, Assignor has decided to discontinue its business and transfer all of its property to an assignee for the benefit of creditors under applicable Delaware law so that the property transferred may be expeditiously liquidated and the proceeds thereof fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by law (including, without limitation, the law of contracts); and

B. Assignor has determined that Assignee is an entity possessing the capabilities to administer the JI Assignment Estate (defined below), including, without limitation, the liquidation of the estate’s assets.

NOW, THEREFORE, in consideration of Assignor’s existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED**:

1. **Creation of Assignment Estate.** Upon the execution of this General Assignment, a certain assignment estate shall be created, the name of which is the “**JI Assignment Estate,**” to enable Assignee to administer such assignment estate to be comprised of the Assigned Assets (defined in paragraph 2 below). Assignee’s administration of the JI Assignment Estate shall include the orderly liquidation of the property and assets of Assignor and the distribution of the proceeds therefrom to creditors of Assignor in accordance with applicable law. Assignor hereby nominates and appoints Assignee to administer the JI Assignment Estate. Assignee and its agents shall have the powers and duties hereinafter set forth and shall receive reasonable compensation for their services and reimbursement of their expenses, including, without limitation, reimbursement of attorneys’ fees and costs. Assignee may serve without bond, except to the extent a bond is required by law or court order.

2. **Transfer of Assets.**

a. Assignor hereby assigns, grants, conveys, transfers, and sets over to Assignee all of Assignor’s currently existing right, title, and interest in all real or personal property and all other assets, whatsoever and where so ever situated, which assets include, without limitation, all personal property and any interest therein, including all that certain stock of merchandise, office furniture and fixtures, machinery, equipment, leasehold interests and improvements, inventory (raw goods, work in process and finished goods), book accounts, books

and records, bills, accounts receivable, cash on hand, cash in bank, intellectual property including, without limitation, all patents, patent applications, copyrights, trademarks and trade names, and all goodwill associated therewith, proceeds of or payments on claims under insurance policies (including, subject to the limitation in section 2(b)(iii) below, from or under any and all policies for Directors and Officers Liability Insurance), tax refunds, rebates, general intangibles (including any and all causes of action), insurance refunds and claims (including any payments arising out of Directors and Officers Liability Insurance), and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor, and all real property interests. Further, this General Assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority, and the Assignor agrees to sign and execute a power of attorney or such other document(s), as required, to enable Assignee to file and prosecute, compromise, and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee, except in the case of any of the foregoing, solely to the extent the same is prohibited from transfer or assignment by the terms of any applicable contract or by operation of law. All of the assets assigned by this General Assignment shall be referred to herein as the "**Assigned Assets.**"

b. Notwithstanding subsection a. above or any other provision of this General Assignment, (i) Assignee shall provide Assignor and its attorneys and other representatives with reasonable access to the books and records and other financial information of Assignor as reasonably requested from time to time, (ii) Assignee shall ensure that any agreement to sell Assignor's assets contains a provision requiring any purchaser to provide Assignor and its attorneys and other representatives with such reasonable access to the books and records and other financial information of the Assignor as reasonably requested from time to time, and (iii) the definition of Assigned Assets shall not include any policy proceeds that would be directly payable to or payable on behalf of any insured individual under Assignor's insurance policies, including, without limitation, so-called "Side A" Coverage under Assignor's Directors and Officers Liability Insurance, and nothing in this General Assignment shall be construed to prevent or hinder any such individual from seeking access to any such policy proceeds. Further, the assignment of the Assigned Assets by Assignor to Assignee hereunder is and shall be subject to all properly perfected liens encumbering any of the Assigned Assets existing as of the Effective Date.

3. **Leases and Leasehold Interests.** The Assigned Assets further include all leases and leasehold interests of Assignor, to the extent assignable, including leases in any asset of Assignor and real property leases; provided that, should Assignee determine that any said lease or leasehold interest is of no value to the JI Assignment Estate, then said lease or leasehold interest may be thereby relinquished by Assignee without further liability or obligation to Assignee. This Section 3 is not intended to abrogate any assignment provision of Assignor's existing lease agreements.

4. **Delivery of Documents; Endorsements; Forwarding of Mail.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service, as directed by Assignee.

Assignor agrees to (i) deliver to Assignee all existing books and records, (ii) execute and deliver all additional and reasonably necessary documents upon Assignor's reasonable discretion, promptly upon request by Assignee, and (iii) endorse all indicia of ownership, where required by Assignee in order to complete the transfer of all Assigned Assets to Assignee as intended by this General Assignment.

5. **Powers and Duties of Assignee.** Assignee shall have all powers under law necessary to marshal and liquidate the JI Assignment Estate, including, without limitation:

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;

b. To sell or otherwise dispose of all of the Assigned Assets, including, without limitation, all of Assignor's equipment and causes of action in such manner as Assignee deems best. Assignee shall have the power to execute asset purchase agreements, bills of sale and any other such documents necessary or reasonably requested to convey right, title, and interest in Assignor's property to any bona fide buyer;

c. To sell or otherwise dispose of all Assigned Assets, Assignee shall have the power to employ (i) an auctioneer and/or liquidator to conduct any public or private sale of the assets and to advertise said sale(s) in such manner as Assignee deems best, and (ii) disinterested appraisers pursuant to 10 Del. C. § 7382 to appraise the value of the Assigned Assets;

d. To employ attorneys (including Troutman Pepper Hamilton Sanders LLP), accountants, and any other additional personnel to whatever extent may be necessary to administer the Assigned Assets and claims of the JI Assignment Estate and to assist in the preparation and filing of any and all State, County, or Federal Tax Returns, as required, including, without limitation, filing final state and federal tax returns for the Assignor. Assignor shall have the right to review, amend, revise, approve, and sign all state and federal tax returns;

e. To request and require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s);

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise or, in Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing with regard to Assignor;

g. To open bank accounts in the name of Assignee or its nominees or agents and to deposit the Assigned Assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this General Assignment, as Assignee may deem necessary or advisable;

h. To conduct the business of Assignor should Assignee deem such operation proper;

i. To incur indebtedness, which also includes the funding of certain Assignor expenses as delineated in the ABC Budget;

j. To dissolve Assignor pursuant to applicable law governing corporate dissolutions;

k. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and the Assigned Assets and as allowed by law, in the following manner as to amounts only and not time of distribution:

(1) FIRST, payment of reasonable fees to Assignee (such fees of Assignee to be in accordance with the Compensation and Expense Reimbursement Agreement (the "**Compensation Agreement**") of even date herewith between Assignor and Assignee) and payment of reasonable compensation and reimbursement of expenses for the services of attorneys for the Assignee (including, without limitation, Troutman Pepper Hamilton Sanders LLP), accountants of Assignee, accountants involved in preparation of tax returns for Assignor, certain professionals retained by the Assignor in connection with the transactions contemplated by this General Assignment, and any other professionals and/or employees retained by Assignee for assistance in the administration of the JI Assignment Estate (all such fees and expenses to be within the limits set forth in the budget attached to the Compensation Agreement (the "**ABC Budget**"));

(2) SECOND, to reimburse Assignee as to all costs advanced by Assignee for the preservation of the Assigned Assets, including the maintenance and insurance of said assets, to the extent set forth in the ABC Budget;

(3) THIRD, payment of all sums required to be paid in order to discharge any lien or encumbrance on, or any security interest in, any of said property and any secured indebtedness which under applicable law is entitled to priority of payment (including, without limitation, any indebtedness secured by liens on the Assigned Assets sold by Assignee), in the order required under applicable law;

(4) FOURTH, payment of all other costs and expenses incidental to the administration of the JI Assignment Estate, including, without limitation, all sales or similar tax resulting from disposition or sale of the Assigned Assets that is not paid by purchaser of such assets, legal fees of Assignor for legal services rendered, including services related to the making of and administration of the General Assignment, and fees or expenses of any other professionals Assignee deems necessary to properly administer the JI Assignment Estate, to the extent not paid pursuant to section 5(j)(1) hereof (all within the limits of the ABC Budget), as well as the cost of defense and satisfaction of indemnification claims pursuant to the terms hereof and the cost of any required appraisal or bond;

(5) FIFTH, all federal taxes of any nature whatsoever owing as of the date of this General Assignment or such other claim of any federal governmental agency,

as defined under 31 U.S.C. § 3713, including, without limitation, federal withholding taxes, federal unemployment taxes, and any other federal income, excise, property, and employment taxes;

(6) SIXTH, all state, county, and municipality taxes of any nature whatsoever owing as of the date of this General Assignment, including, without limitation, employment, property, and income taxes;

(7) SEVENTH, all other debts owing as of the date of this General Assignment that are entitled to priority treatment and payment under applicable law;

(8) EIGHTH, with the exception of those classes set forth above, to other unsecured creditors of Assignor, within each class of such creditors established by Assignee, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is disputed until such time as such dispute is resolved. Each creditor's otherwise pro-rata share of such distribution shall be fully reserved for by Assignee until such time as the dispute is resolved. Assignee may make interim distributions whenever Assignee has accumulated sufficient funds to enable it to make a reasonable distribution;

(9) NINTH, any monies (distributions) unclaimed by creditors ninety (90) days after the final distribution to unsecured creditors, if any, or the termination of the administration of the JI Assignment Estate created by this General Assignment shall be re-distributed to all known unsecured creditors who cashed their respective distribution checks from the JI Assignment Estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim; and

(10) TENTH, the surplus, if any, of the JI Assignment Estate or proceeds thereof, when all debts of Assignor shall have been paid in full, shall be paid and transferred to Assignor for the benefit of Assignor's members.

1. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including, without limitation, abandonment and the distribution of the proceeds derived therefrom to Assignor's creditors; provided, however, that Assignee shall not abandon any of such assets to Assignor.

6. **Rights of Creditors.** Nothing herein modifies any rights and remedies of the creditors of Assignor against any surety or sureties for Assignor, and nothing herein 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 Assignor, 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 of Assignor.

7. **Administration of JI Assignment Estate.** Assignee shall administer the JI Assignment Estate in a manner consistent with Delaware law and other applicable state law. Additionally, Assignee will file all necessary pleadings required in an assignment for the benefit

of creditors proceeding under 10 Del. C. §§ 7381-7387. Assignee also shall have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as Assignee may deem necessary, if, in its opinion, said action is desirable in connection with any dispute or claim arising hereunder.

8. **Limitation of Liability of Assignee; Indemnification.**

a. Assignor acknowledges that Assignee is acting solely in its limited capacity as Assignee of the JI Assignment Estate, and not in Assignee's personal capacity. The parties hereto acknowledge and agree that neither Assignee nor any of its members, managers, employees, officers, agents, attorneys or representatives will assume any personal liability or responsibility for any of Assignee's acts described herein. Assignee's obligations shall be limited to the performance of the terms and conditions of this General Assignment in good faith and in the exercise of its best business judgment. No implied covenants or obligations shall be read into this General Assignment against Assignee.

b. Assignee and its professionals shall be indemnified by the JI Assignment Estate for any claims brought against them for any of their acts or omissions, except where it is determined in a final judgment by a court of competent jurisdiction that Assignee's or its professionals conduct was willful or grossly negligent.

9. **Reliance.** Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document furnished to Assignee by Assignor or its directors, managers, employees, officers, agents, or representatives. Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been properly signed or presented.

10. **Representations and Warranties of Assignor.**

a. As of the Effective Date, Assignor has all requisite power and authority to execute, deliver, and perform its obligations under this General Assignment, including, without limitation, to transfer the property transferred to Assignee hereby;

b. The execution, delivery, and performance of this General Assignment by Assignor has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable; and

c. This General Assignment constitutes the legal, valid, and binding obligation of Assignor, enforceable against it in accordance with the General Assignment's respective terms.

11. **Power of Attorney.** Assignor, by this General Assignment, hereby grants Assignee a general power of attorney, which power of attorney specifically includes the right of Assignee to prosecute any action in the name of Assignor as Attorney-in-Fact. Further, on the date the General Assignment is accepted by Assignee, the Assignee shall succeed to all of the rights and privileges of Assignor, including, without limitation, any attorney-client privilege, in respect to any potential or actual claims, cases, controversies, or causes of action, and shall be deemed, subject to court approval, if necessary, to be a representative of Assignor with respect to all such potential or actual claims, cases, controversies, or causes of action. For the avoidance of doubt, this power of attorney does not constitute the Assignee's assumption of the defense to any pending litigation initiated against the Assignor in a court of law, unless the Assignee expressly assumes the defense of such litigation with the entry of a notice of appearance in such litigation.

12. **Acceptance by Assignee.** By execution of this General Assignment, Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of Assignee's skill, knowledge, and ability in accordance with applicable law. It is understood that Assignee shall receive reasonable compensation for its services in connection with the administration of the JI Assignment Estate. Reasonable compensation does not replace or subsume the reimbursement of all of Assignee's expenses incurred as a result of the administration of the JI Assignment Estate from the proceeds generated therefrom.

13. **Resignation by Assignee.** Assignee may resign and be discharged from its duties hereunder at any time; provided that, such resignation shall not become effective until (i) a successor assignee has been appointed by Assignee and such successor has accepted its appointment in writing delivered to Assignee, or (ii) Assignee petitions the Court of Chancery of the State of Delaware (the "**Court**") to appoint a successor assignee, and the Court so appoints such a successor. Thereupon, such successor assignee shall, without any further act, become vested with all of the estates, properties, rights, powers, trusts, and duties of its predecessor in connection with this General Assignment with like effect as if originally named therein, but Assignee shall nevertheless, when requested in writing by the successor assignee, execute and deliver an instrument or instruments conveying and transferring to such successor assignee all of the estate's properties, rights, powers, and trusts in connection with this General Assignment and shall duly assign, transfer, and deliver to such successor assignee all property and money held by Assignee hereunder.

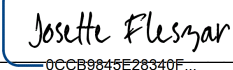
14. **Governing Law.** This General Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to a contract executed and performed in such State, without giving effect to the conflicts of law principles thereof.

15. **Counterparts.** This General Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

ASSIGNOR

Jigsaw Meeting, LLC d/b/a Jigsaw Interactive

DocuSigned by:
By: 
Name: Josette Fleszar
Title: Chief Executive Officer

0CCB9845E28340F...

ASSIGNEE

JI (ABC), LLC

By: _____
Name: James E. Gansman
Title: President

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

ASSIGNOR

Jigsaw Meeting, LLC d/b/a Jigsaw Interactive

By: _____

Name: Josette Fleszar

Title: Chief Executive Officer

ASSIGNEE

JI (ABC), LLC

By: James gansman _____

Name: James E. Gansman

Title: President



EXHIBIT B

**PATENT ASSIGNMENT AGREEMENT AND TRADEMARK
ASSIGNMENT AGREEMENT**

PATENT ASSIGNMENT AGREEMENT

WHEREAS, by unanimous written consent of the board of managers of Jigsaw Meeting, LLC d/b/a Jigsaw Interactive, a Delaware limited liability company (“*Jigsaw*” or the “*Company*”), and with the unanimous approval of Jigsaw’s Executive Committee, on August 12, 2022, Jigsaw, in accordance with the assignment for benefit of creditors laws of the State of Delaware, transferred ownership of all of its right, title and interest in and to all of its assets to JI (ABC), LLC, a Delaware limited liability company (the “*Assignee*”), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of Jigsaw (the “*General Assignment*”);

WHEREAS, pursuant to the terms of the General Assignment between Jigsaw and the Assignee, all of Jigsaw’s rights title and interest in its assets have been assigned to the Assignee, including the Company’s patents and patent applications;

WHEREAS, Jigsaw and Assignee desire to memorialize the transfer of the Company’s patents and patent applications (the “*Letters Patents*”) and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment, Jigsaw has conveyed, assigned, transferred, delivered and set over for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and does hereby convey, assign, transfer, deliver and set over, unto said Assignee, its successors and assigns, (1) the entire worldwide right, title and interest in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications which were held by the Company immediately prior to the consummation of the General Assignment, including those set forth in **Schedule A** hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Company if the assignment set forth in this Patent Assignment had not been made; (2) the full and complete right to file patent applications in the name of the Company or its designee, at the Assignee’s, or its designee’s election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (3) the entire right, title and interest in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same.

AND, the Company hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Patent Assignment Agreement.

AND, this Patent Assignment has been executed and delivered by the Company to be used for recording the Patent Assignment herein with the appropriate government entity. At Assignee’s sole cost and expense, the Company shall execute and deliver such other

documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Patent Assignment and to perfect Assignee's right, title and interest in and to the Letters Patents, including, without limitation, its recordation in relevant state and national patent offices.

AND, the Company hereby authorizes and requests that the United States Patent and Trademark Office record this Patent Assignment.

AND, the Company represents and warrants that it has full and complete authority to make this Patent Assignment.

AND, this Patent Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Patent Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Patent Assignment.

AND, this Patent Assignment may not be supplemented, altered, or modified in any manner, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Patent Assignment shall not waive any of its rights under such terms or provisions. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

AND, this Patent Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, Jigsaw has caused this Patent Assignment Agreement to be signed by its duly authorized officer as of August ___ 2022.

8/3/2022 | 9:17 AM PDT

Jigsaw Meeting, LLC d/b/a Jigsaw Interactive

DocuSigned by:
By: Josette Pleszar
Name: Josette Pleszar
Title: Chief Executive Officer

JI (ABC), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Jigsaw Meeting, LLC d/b/a Jigsaw Interactive

By: _____
Name: James E. Gansman
Title: President

IN WITNESS WHEREOF, Jigsaw has caused this Patent Assignment Agreement to be signed by its duly authorized officer as of August 12th 2022.

Jigsaw Meeting, LLC d/b/a Jigsaw Interactive

By: _____
Name: Josette Fleszar
Title: Chief Executive Officer

JI (ABC), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Jigsaw Meeting, LLC d/b/a Jigsaw Interactive

By: James Gansman
Name: James E. Gansman
Title: President

Schedule A

Patents

Patents

<u>Country</u>	<u>Title</u>	<u>Appl. No./ Publication No.</u>	<u>Filing Date/Publication Date</u>	<u>Patent No.</u>	<u>Grant Date</u>
US	Multi-media conferencing system	US15379116/ US20150379116A1	December 14, 2016/ December 10, 2019	US10505998B1	December 10, 2019
US	Multi-media conferencing system	US14/465,981/ US20140362165A1	August 22, 2014/ December 11, 2014	US9525711B2	December 20, 2016

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, by resolution of the board of managers of Jigsaw Meeting, LLC d/b/a Jigsaw Interactive, a Delaware limited liability company (“*Jigsaw*” or “*Assignor*”), and with the unanimous approval of Jigsaw’s Executive Committee, on August 12, 2022, Jigsaw, in accordance with the assignment for benefit of creditor laws of the State of Delaware, transferred ownership of all of its right, title and interest in and to all of its assets to JI (ABC), LLC, a Delaware limited liability company (“*Assignee*”), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of Jigsaw (the “*General Assignment*”);

WHEREAS, pursuant to the terms of the General Assignment between Jigsaw and the Assignee, all of Jigsaw’s rights title and interest in its assets have been assigned to the Assignee, including the Assignor’s trademarks (the “*Trademarks*”); and

WHEREAS, Assignor and Assignee desire to memorialize the transfer of Assignor’s Trademarks and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment, Assignor conveys, assigns, transfers, delivers and sets over to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all rights to Trademarks throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment, including those set forth in **Schedule A** hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said Trademarks.

AND, Assignor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Assignment Agreement (the “*Trademark Assignment*”).

AND, this Trademark Assignment has been executed and delivered by Assignor to be used for recording the Trademark Assignment herein with the appropriate government entity. At Assignee’s sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Trademark Assignment and to perfect Assignee’s right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

AND, Assignor represents and warrants that it has full and complete authority to make this Trademark Assignment.

AND, this Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Trademark

Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

AND, this Trademark Assignment may not be supplemented, altered, or modified in any manner, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment shall not waive any of its rights under such terms or provisions. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

AND, this Trademark Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be signed by its duly authorized officer as of the date first written above.

Jigsaw Meeting, LLC d/b/a Jigsaw Interactive

DocuSigned by:
By: *Josette Fleszar*
Name: Josette Fleszar
Title: Chief Executive Officer

JI (ABC), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Jigsaw Meeting, LLC d/b/a Jigsaw Interactive

By: _____
Name: James E. Gansman
Title: President

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be signed by its duly authorized officer as of the date first written above.

Jigsaw Meeting, LLC d/b/a Jigsaw Interactive

By: _____

Name: Josette Fleszar

Title: Chief Executive Officer

JI (ABC), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Jigsaw Meeting, LLC d/b/a Jigsaw Interactive


By: James gansman

Name: James E. Gansman

Title: President

Schedule A

Trademarks

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>	<u>Class</u>
JIGSAW	86-146388	December 17, 2013	4571906	July 22, 2014	Registered	42
JIGSAW INTERACTIVE	88-193671	November 14, 2018	6010905	March 17, 2020	Registered	42
Design Only 	88-193704	November 14, 2018	5804188	July 16, 2019	Registered	42

Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>	<u>Class</u>
JIGSAW	WIPO		June 16, 2014	1218869	June 16, 2014	Registered	42
JIGSAW	UK	UK00801218869	June 16, 2014	UK00801218869	August 18, 2015	Registered	42
JIGSAW	AU	1652548	June 16, 2014	1652548	June 16, 2014	Registered	42
JIGSAW and Design JIGSAW	IN	2847178	June 16, 2014			Pending	42
JIGSAW	NZ	1007053	June 16, 2014	1007053	March 3, 2015	Registered	42