

Sep. 18. 2013 3:33PM Dennison Associates

SEP 18 2013

No. 7289 P. 1

Form PTO-1595 (Rev. 06-12)
OMB No. 0651-0027 (exp. 04/30/2015)

09/20/2013

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

MRD 09-18-13



103662086

To the Director of the U.S. Patent and T.

ments or the new address(es) below.

1. Name of conveying party(ies)

Calin SANDRU

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 22, 2013

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Advanced Software Design Corporation

Internal Address:

Street Address: 100 York Boulevard, Suite 210

City: Richmond Hill

State: ON

Country: CA Zip: L4B 1J8

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☒ This document serves as an Oath/Declaration (37 CFR 1.63).

B. Patent No.(s)

6,233,340; 6,549,624; 6,792,110; 7,004,382

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Dennison Associates

Internal Address:

Street Address: 133 Richmond St W., Suite 301

City: Toronto

State: ON Zip: M5H 2L7

Phone Number: 416-368-8313

Docket Number:

Email Address:

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$160.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 040752

Authorized User Name Dennison Associates

9. Signature:

[Signature]

September 18, 2013

Date

JOHN BITTROY, REG NO. 35784
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

SEP 18 2013

ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY

THIS ASSIGNMENT AGREEMENT dated the 22nd day of July, 2013

BETWEEN:

CALIN SANDRU,
(hereinafter referred to as the "Assignor")

OF THE FIRST PART

- and -

ADVANCED SOFTWARE DESIGN CORPORATION,
(hereinafter referred to as the "Assignee")

OF THE SECOND PART

WHEREAS the Assignor is possessed of the intellectual property hereinafter set forth and has contracted and agreed with the Assignee for the absolute sale to the Assignee of such property;

NOW THEREFORE for Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the Assignor does hereby grant, bargain, sell and deliver to the Assignee, free and clear of all liens, debts, claims, charges, encumbrances and security interests, all of the Assignor's right, title and interest in and to the intellectual property hereinafter set forth, to have and to hold unto the Assignee, its successors and assigns, forever.

THE ASSIGNOR IS THE REGISTERED OWNER of the following intellectual property (hereinafter collectively referred to as the "IP"):

1. SAND: CA Appl. No. 2170834 (filed March 1, 1996) and U.S. Appl. No. 08/808,266 (filed February 28, 1997), which resulted in U.S. Patent No. 6,233,340 (issued May 15, 2001) and CA Patent No. 2170834 (issued June 21, 2006); U.S. continuation Appl. No. 09/564,955 (filed May 4, 2000), which resulted in U.S. Patent No. 6,549,624 (issued April 15, 2003); and U.S. continuation Appl. No. 10/184,998 (filed July 1, 2002), which resulted in U.S. Patent No. 6,792,110 (issued September 14, 2004).

2. ValidateCheck: U.S. Appl. No. 10/631,735 (filed August 1, 2003), and provisional Appl. No. 60/400,035 (filed August 2, 2002), which resulted in U.S. Pat. No. 7,004,382 (issued February 28, 2006); and CA Appl. No. 2436319 (filed July 31, 2003 with application priority date from US Application 60/400,035).

3. All copyrights, trade secrets and other intellectual property rights (including rights to patent any of the foregoing) associated with any ideas, concepts, techniques, inventions, processes or works of authorship developed or created by Assignor during the course of performing services for the Assignee at any time prior to the date hereof.

PURSUANT TO THE TERMS AND SUBJECT TO THE PROVISIONS of an Asset Purchase Agreement between the Assignor and the Assignee (the "Agreement"), the Assignor hereby agrees to sell, assign, transfer and set over unto the Assignee, its successors and assigns, all of its rights, title and interest in and to the IP as herein described, and all rights of action against any and all third parties for past infringement thereof; and

SEP 18 2013

- 2 -

THIS ASSIGNMENT AGREEMENT may be executed in counterparts, each of which shall constitute an original and each of which taken together shall constitute one and the same instrument, and the signatures may be delivered by facsimile, each of which shall be deemed to be an original, with the same effect as if the signatures thereto were upon the same instrument and delivered in person. In the case of delivery by facsimile by any party, that party shall forthwith deliver a manually executed original to each of the other parties.

THIS ASSIGNMENT AGREEMENT shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom. In the event of an inconsistency between terms and provisions of this Assignment Agreement and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail and take precedence.

IN THE EVENT of an inconsistency between the terms and provisions of this Assignment Agreement and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail and take precedence.

THIS ASSIGNMENT AGREEMENT shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

NO AMENDMENT OR WAIVER of any provision of this Assignment Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Assignment Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment Agreement to be duly executed as of the date first noted above.

ADVANCED SOFTWARE DESIGN
CORPORATION

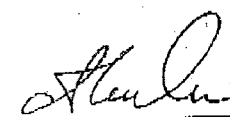
By: 

Name: Calvin Sandru

Title: President

I have authority to bind the Corporation

SIGNED, SEALED AND DELIVERED)
in the presence of)


Witness)
Calin Sandru