

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2790091

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PARHAM AARABI	11/20/2009
RECEIVING PARTY DATA	
Name:	MODIFACE INC.
Street Address:	77 BLOOR STREET WEST, UNIT 1107
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5S 1M2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14228527
CORRESPONDENCE DATA	
Fax Number:	(416)862-7661
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	416-862-7525
Email:	torpatpros@gowlings.com
Correspondent Name:	GOWLING LAFLEUR HENDERSON LLP
Address Line 1:	SUITE 1600, 1 FIRST CANADIAN PLACE
Address Line 2:	100 KING STREET WEST
Address Line 4:	TORONTO, CANADA M5X 1G5
ATTORNEY DOCKET NUMBER:	T8473557US1
NAME OF SUBMITTER:	JOSEPH CONNEELY
SIGNATURE:	/JosephConneely/
DATE SIGNED:	03/28/2014
Total Attachments: 3	
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ASSIGNMENT OF PATENT RIGHTS

WHEREAS Parham Aarabi, residing at 909 Bay Street, Suite 1505, Toronto, Ontario, M5S 3G2, (hereinafter referred to as the "ASSIGNOR" and individually an "ASSIGNOR") have invented certain new and useful improvements in an invention entitled

METHOD AND SYSTEM FOR SIMULATED PRODUCT EVALUATION VIA PERSONALIZING ADVERTISEMENTS BASED ON PORTRAIT IMAGES,

AND WHEREAS Modiface Inc., a corporation organized under the laws of the Province of Ontario, CANADA, having a place of business at 77 Bloor Street West, Unit 1107, Toronto, Ontario, M5S 1M2, Canada, (hereinafter referred to as the "ASSIGNEE") is desirous of acquiring and confirming any prior acquisition of any and all right, title and interest of the ASSIGNOR in the Invention and the full and exclusive right, title and interest in and to the Patent Applications, inclusive of any and all priority rights derived therefrom and in and to any and all Letters Patent, to be granted for the Invention;

AND WHEREAS the ASSIGNOR desires to make the assignment to the ASSIGNEE on the terms and conditions contemplated herein;

NOW THEREFORE, for a valuable consideration, the receipt whereof is hereby acknowledged, the ASSIGNOR confirm and agrees as follows:

1. The ASSIGNOR have sold, assigned, transferred, conveyed and set over and do hereby irrevocably sell, assign, transfer, convey and set over unto the ASSIGNEE all of their respective right, title and interest in and to:
 - (a) the Patent Applications inclusive of any and all priority rights derived therefrom;
 - (b) the Invention, to the extent that the ASSIGNOR has any right, title and interest therein;
 - (c) any and all Letters Patent and issues thereof which may be granted upon the Patent Applications; and
 - (d) any and all Letters Patent which may be issued upon any and all substitutes, divisions, or continuations of the Patent Applications,

the same to be held and enjoyed by the ASSIGNEE for its own use and behalf, and for the use and behalf of its successors and assigns, to the full end of the term or terms for which said Letters Patent and reissues thereof may be granted as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

2. The ASSIGNOR hereby agree to execute, upon request, any and all further papers which may be necessary or desirable to enable the ASSIGNEE, its successors and assignees (as applicable), to file and prosecute the Patent Applications, and any and all substitutes, divisions, or continuations thereof, and any and all reissues of the Letters Patent granted

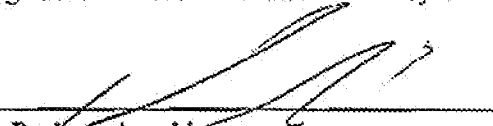
upon the Patent Applications, or upon any and all substitutes, divisions, or continuations thereof, and the ASSIGNOR further agree to execute any and all further papers which may be necessary or desirable to vest or perfect the title of the ASSIGNEE in and to the Patent Applications and the invention therein disclosed, and in and to any and all Letters Patent and reissues thereof, which may be granted upon the Patent Applications, and any an all substitutes, divisions, or continuations thereof.

3. The ASSIGNOR hereby authorize and request The Commissioner of Patents or any equivalent position thereto to issue each and every Letters Patent to be granted upon the Patent Applications and upon any and all substitutes, divisions, and continuations of the Patent Applications, and each and every reissue of said Letters Patent, to the ASSIGNEE as the assignee of the entire right, title and interest therein in accordance with this assignment.
4. This assignment shall ensure for the benefit of the ASSIGNEE and its successors and assignees and shall be binding upon each of the ASSIGNOR and their respective heirs, executors, administrators, successors, permitted assignees and legal representatives.
5. The ASSIGNOR hereby irrevocably appoint the ASSIGNEE as such ASSIGNOR'S attorney-in-fact, with full authority in the place and instead of the ASSIGNOR making the appointment and in the name of the ASSIGNOR, by the ASSIGNEE or otherwise, from time to time in the ASSIGNEE'S discretion, upon the ASSIGNOR'S failure or inability to do so, to take any action and to execute any instrument which the ASSIGNEE may deem necessary or advisable to accomplish the purposes of this assignment including, without limitation, to modify, in its sole discretion, this assignment without first obtaining the ASSIGNOR'S approval of or signature to such modification and to make any filings as appropriate, to effect the full and complete assignment as contemplated hereunder.
6. If any covenant or provision, or portion thereof, of this assignment is determined to be void or unenforceable, such void or unenforceable covenant or provision, or portion thereof, is hereby conceded to be severable from the balance of this assignment; and such a determination shall not, in any event, affect or impair the validity of the balance of the covenant or provision, nor shall it affect or impair the validity of any other covenant or provision herein contained.
7. The Assignor grants power to our attorneys/agents at Gowling Lafleur Henderson LLP to insert the filing particulars of our applications, if required, to complete this document.

(continued on the next page)

IN WITNESS WHEREOF, this assignment has been executed below by the undersigned:

Date: Nov. 20, 2009


Parkam Aarabi

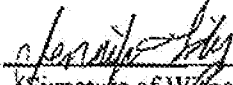
STATEMENT BY WITNESS

I, Jennifer Tidy whose full Post Office Address is

55 Livingston Rd. #1111 M1E1K9 Toronto, ON
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be the person named in the assignment, duly sign and execute the same.

Date: Nov. 20th 2009


(Signature of Witness)