

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PARTICLE CONSENSUS HOLDING LTD	06/10/2016
RECEIVING PARTY DATA	
Name:	VIGO SOFTWARE LTD
Street Address:	12 KENNEDY, KENNEDY BUSINESS CENTRE, 2ND FLOOR
City:	NICOSIA
State/Country:	CYPRUS
Postal Code:	1087
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	13094032
Application Number:	13665338
Application Number:	13784228
Application Number:	13917232
Application Number:	14054707
Application Number:	14067458
Application Number:	14053545
Application Number:	14054490
CORRESPONDENCE DATA	
Fax Number:	(216)696-8731
<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>	
Phone:	216-696-8730
Email:	epas@thepatentattorneys.com
Correspondent Name:	AMIN, TUROCY & WATSON, LLP
Address Line 1:	127 PUBLIC SQUARE
Address Line 2:	57TH FLOOR, KEY TOWER
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	TOPP MATTERS
NAME OF SUBMITTER:	THOMAS WATSON
SIGNATURE:	/Thomas Watson/

PATENT

DATE SIGNED:	07/07/2016
Total Attachments: 5 source=VIGO_USPTO Assigment agreement Particle -Vigo#page1.tif source=VIGO_USPTO Assigment agreement Particle -Vigo#page2.tif source=VIGO_USPTO Assigment agreement Particle -Vigo#page3.tif source=VIGO_USPTO Assigment agreement Particle -Vigo#page4.tif source=VIGO_USPTO Assigment agreement Particle -Vigo#page5.tif	

ASSIGNMENT AGREEMENT

This Assignment Agreement ("**Agreement**") is made and entered into as of 10 June, 2016, by and between:

PARTICLE CONSENSUS HOLDING LTD, a private company incorporated and registered in Cyprus with company registration number 353651 whose registered office is at 12 Kennedy, Kennedy Business Centre, 2nd floor, 1087 Nicosia, Cyprus ("**Assignor**")

and

VIGO SOFTWARE LTD, a private company incorporated and registered in Cyprus with company registration number 354280 whose registered office is at 12 Kennedy, Kennedy Business Centre, 2nd floor, 1087 Nicosia, Cyprus ("**Assignee**").

Assignor and Assignee are referred to collectively herein as the "**Parties**" and each as a "**Party**".

RECITALS

A. Assignor agrees to assign and transfer to Assignee, and Assignee agrees to own, certain Assignor intellectual property disclosed in Appendix 1.

B. Assignor is the owner of the assets listed in Appendix 1 ("**Assigned Intellectual Property**") which Assignor has agreed to assign to the Assignee pursuant to the terms of a subscription and shareholders' agreement executed by the Assignor on 27 May 2016.

C. It is the Parties' intention to transfer ownership of the Assigned Intellectual Property by the execution and delivery of this Assignment, and for Assignee to own the Assigned Intellectual Property as a result.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, its successors, and assigns, in perpetuity, the entire right, title and interest throughout the world in and to:

- (a) the Assigned Intellectual Property;
- (b) all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said Assigned Intellectual Property, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding;
- (c) any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said Assigned Intellectual Property in the United States or any other country, including each and every application filed and each and every patent granted on any



applications which is a division, substitution or continuation of any of said applications;

(d) each and every reissue or extension of any of said patents; and

(e) each and every patent claim resulting from a reexamination certificate for any and all said patents.

For the avoidance of any doubt, the rights sold, assigned, transferred and conveyed in this Agreement include, without limitation: (i) the right to sue for and recover damages and/or injunctive relief for any past, present or future infringement of the Assigned Intellectual Property; and (ii) all other rights Assignor would have had if Assignor had not made the assignment made hereunder.

2. Within 3 months from the date of this Agreement Assignor hereby agrees to execute, verify, acknowledge, have authenticated and deliver all such further documents, including instruments of transfer and assignment papers, that Assignee as needed to vest title to the Assigned Intellectual Property to Assignee without demanding any further consideration therefor (except for consideration provided for in Section 5 of this Agreement), at the expense of Assignee,

3. Assignor assigns the entire right, title and interest throughout the world to the Assigned Intellectual Property starting from the date of registration of this Agreement at the competent office and/or authority of the country where such patent was filed when such registration is required. If the registration is not required Assignor assigns all its rights mentioned hereabove starting from the date of signing of this Agreement.

4. The Parties have agreed that Assignee undertakes to register this Agreement (if applicable) in all competent offices and/or authorities in all countries where patents applications were filed at its own expense. All other fees and expenses in connection with this Agreement of either Party are supported by such Party.

5. The Assignee shall issue to the Assignor forty thousand (40,000) Class A Shares in the Assignee. The transfer of the Assigned Intellectual Property to the Assignee pursuant to this Agreement constitutes part of the consideration for the issue of those shares.

6. Assignor also hereby authorizes the Commissioner of Patents of the USPTO to issue any and all letters patent which may be granted upon the Assigned Intellectual Property herein referenced to Assignee, as Assignee to the entire interest therein.

7. Each Party will treat as strictly confidential all information received or obtained by it as a result of entering into or performing its obligations under this Agreement.

8. Notwithstanding Section 7, any Party may disclose information which would otherwise be confidential if and to the extent that:

- (a) it is necessary to implement this agreement;
- (b) the information is already in the public domain;
- (c) the disclosure is required by the law of any relevant jurisdiction or for the purpose of any judicial proceedings or quasi-judicial proceedings;



- (d) the disclosure is required by any governmental entity to which any Party is subject or submits, wherever situated and whether or not the requirement for information has the force of law;
- (e) the information is disclosed on a strictly confidential, need-to-know basis to the employees, professional advisers, auditors and bankers of such Party;
- (f) a Party has given its prior written approval to the disclosure to the other Party.

9. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

10. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement.

11. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more Parties hereto and delivered by such Party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any Party hereto, all Parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

12. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three, one of whom shall be nominated by the claimant(s), one by the respondent(s) and the third of whom, who shall act as chairman, shall be nominated by the two party-nominated arbitrators, provided that if any arbitrator has not been nominated within twenty (20) Business Days of the nomination of the first arbitrator, such arbitrator shall be appointed by the LCIA Court. The seat, or legal place, of arbitration shall be London, the United Kingdom. The language to be used in the arbitral proceedings shall be English.

14. The arbitrators shall have the power to grant any legal or equitable remedy or relief available under the applicable law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction. The parties agree that any party may have recourse to any court of competent jurisdiction to seek interim or provisional measures including injunctive relief and pre-arbitral attachments or injunctions and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. Notwithstanding any contrary provision of the Rules, the parties agree that no party may have recourse to any court of competent jurisdiction: (a) for determination by that court of any question of law arising in the course of the arbitration; or (b) to appeal to that court on any question of law arising out of any award made in the arbitration.



15. The Parties agree and understand that starting from the date of this Agreement the Assignee shall take full control on the Assigned Intellectual Property. From the date of this Agreement Assignor has the right to terminate all of its own relationships with the attorneys that are in charge of the registration of the Assigned Intellectual Property and to revoke all powers of attorney issued to third parties for the purposes of the registration of the Assigned Intellectual Property.

16. This Agreement, including the exhibits attached hereto, constitute the full and entire understanding and agreement among the Parties with regard to the subjects hereof and thereof. No Party shall be liable or bound to any other Party in any manner with regard to the subjects hereof or thereof by any covenants except as specifically set forth herein or therein.

17. This Agreement shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees and successors.

18. This Agreement may not be amended, modified or supplemented except by a written instrument signed by Assignee and Assignor.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized representative of the Parties as of the date first above written

Executed by Olga Mazur
acting on the basis of Power of Attorney
for and on behalf of the Assignor



Executed by Artem Kirakosyan
director
for and on behalf of the Assignee



Appendix 1
List of Assigned Intellectual Property

1. U.S. Patent Appln. No. 13/094,032 (U.S. Patent Publication No. 2012/0275442), filed on Apr. 26, 2011 with the U.S. Patent and Trademark Office ("USPTO"), which is now abandoned.
2. U.S. Patent Appln. No. 13/665,338 (U.S. Patent Publication No. 2014/0122695), filed on Oct. 31, 2012 with the U.S. Patent and Trademark Office ("USPTO"), which is pending.
3. U.S. Patent Appln. No. 13/784,228 (U.S. Patent Publication No. 2014/0250229), filed on Mar. 4, 2013 with the U.S. Patent and Trademark Office ("USPTO"), which is pending.
4. U.S. Patent Appln. No. 13/917,232 (U.S. Patent Publication No. 2014/0372267), filed on Jun. 13, 2013 with the U.S. Patent and Trademark Office ("USPTO"), which is pending.
5. U.S. Patent Appln. No. 14/054,707 (U.S. Patent Publication No. 2015/0103754), filed on Oct. 15, 2013 with the U.S. Patent and Trademark Office ("USPTO"), which is pending.
6. U.S. Patent Appln. No. 14/067,458 (U.S. Patent Publication No. 2015/0120520), filed on Oct. 30, 2013 with the U.S. Patent and Trademark Office ("USPTO"), which is pending.
7. U.S. Patent Appln. No. 14/053,545 (U.S. Patent Publication No. 2015/0106501), filed on Oct. 14, 2013 with the U.S. Patent and Trademark Office ("USPTO"), which is pending.
8. U.S. Patent Appln. No. 14/054,490 (U.S. Patent Publication No. 2015/0106502), filed on Oct. 15, 2013 with the U.S. Patent and Trademark Office ("USPTO"), which is allowed (issue fee due Apr. 21, 2016).

