

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3972348

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARKETWIRED L.P.	07/01/2016
RECEIVING PARTY DATA	
Name:	NASDAQ CORPORATE SOLUTIONS CANADA ULC
Street Address:	2900 - 550 BURRARD STREET
City:	VANCOUVER
State/Country:	CANADA
Postal Code:	V6C 0A3
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61933434
Application Number:	14609074
PCT Number:	CA2015050063
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	ip@nelsonmullins.com
Correspondent Name:	NELSON MULLINS RILEY & SCARBOROUGH LLP
Address Line 1:	100 N. TRYON ST., 42ND FLOOR
Address Line 2:	IP DEPARTMENT
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	49029/09000
NAME OF SUBMITTER:	ROBERT H. MCWILLIAMS, JR.
SIGNATURE:	/Robert H. McWilliams, Jr./
DATE SIGNED:	07/21/2016
Total Attachments: 9	
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CONVEYANCE AND DISSOLUTION AGREEMENT

CONVEYANCE AND DISSOLUTION AGREEMENT (this “**Agreement**”), dated as of July 1, 2016, among NASDAQ CORPORATE SOLUTIONS CANADA ULC, a British Columbia unlimited liability company (the “**Limited Partner**”), FARM CHURCH HOLDINGS ULC, a British Columbia unlimited liability company (the “**General Partner**” and together with the Limited Partner, the “**Partners**”), and MARKETWIRED L.P., an Ontario limited partnership (the “**Partnership**”);

WHEREAS, the Limited Partner is the sole limited partner of the Partnership and the General Partner is the sole general partner of the Partnership;

AND WHEREAS, the General Partner wishes to transfer the Partnership Interest (as defined herein) and the Share Interests (as defined herein) to the Limited Partner;

AND WHEREAS, the transfer by the General Partner of the Partnership Interest to the Limited Partner shall cause the dissolution of the Partnership;

AND WHEREAS, the Limited Partner wishes to carry on the business of the Partnership as a sole proprietor in accordance with subsection 98(5) of the Income Tax Act (Canada);

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

1. INTERPRETATION

1.1 As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth below:

“**Agreement**” shall have the meaning set forth in the preamble hereto;

“**Effective Date**” means July 1, 2016;

“**Effective Time**” means 10:00 a.m. (Eastern Time) on the Effective Date;

“**General Partner**” shall have the meaning set forth in the preamble hereto;

“**GP Unit**” means one general partnership unit in the capital of the Partnership;

“**Limited Partner**” shall have the meaning set forth in the preamble hereto;

“**Marketwired UK Share**” means 1 Class B Ordinary Share in the capital of Marketwired UK Limited;

“**Partners**” shall have the meaning set forth in the preamble hereto;

“**Partnership**” shall have the meaning set forth in the preamble hereto;

“**Partnership Agreement**” means the amended and restated limited partnership agreement of the Partnership dated January 1, 2015, as amended from time to time;

“Partnership Interest” means all of the General Partner’s interest in the Partnership, consisting of the GP Unit, its Capital Contribution (as defined in the Partnership Agreement) and its rights and entitlement as a partner of the Partnership pursuant to the Partnership Agreement;

“Partnership Obligations” shall have the meaning set forth in Section 3.2;

“Partnership Property” shall have the meaning set forth in Section 3.1;

“Patents” means the patents and patent applications listed in Schedule B annexed hereto;

“PRC Holdco Shares” means 100 Class B Shares in the capital of 2157971 Ontario Ltd.;

“Share Interests” means all of the General Partner’s interest in (i) the PRC Holdco Shares, (ii) the Marketwired UK Share, and (iii) the US Holdco Shares;

“Trademarks” means all the trademarks worldwide the Partnership applied for, registered, used or licensed the use of, including but not limited to the trademarks listed in Schedule C annexed hereto;

“Rights in the Patents” means the entire and exclusive right, title and interest everywhere throughout the world in the Patents and their improvements, in related patent application(s) and patent(s), including all divisions, continuations, renewals, reissues, reexaminations, continuations-in-part and extensions thereof, including the right to sue for damages occurring before the Effective Date, with all the rights, powers, privileges and advantages in anywise arising from or appertaining thereto, and the right to claim priority based on the filing date of said application(s) and based on the filing date of any provisional application of which said application(s) claims the benefit under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes;

“Rights in the Trademarks” means any and all rights, title and interest in and to the Trademarks everywhere throughout the world, however depicted, and to the goodwill attached to such Trademarks, and the Partnership’s rights to apply for and the privilege of applying for, obtaining and maintaining registration of said Trademarks, including any proceedings of any nature in accordance therewith, and the privilege of maintaining registration of such Trademarks, including any proceedings of any nature in accordance therewith, the same to be held and enjoyed by the Limited Partner, as fully and completely as by the Partnership had this Agreement not been made; and

“US Holdco Shares” means 879 Class B Shares in the capital of MW Holdco (2006) Inc.

- 1.2 The words “hereof” and “herein” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified.
- 1.3 In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.
- 1.4 The headings of the several Sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

- 1.5 All statements of or references to dollar amounts in this Agreement are to Canadian currency.
- 1.6 Unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended, or to any restated or successor legislation of comparable effect.

2. **TRANSFER OF THE PARTNER INTEREST AND SHARE INTERESTS**

- 2.1 Effective as of the Effective Time, the General Partner hereby sells, assigns, transfers and sets over to the Limited Partner and the Limited Partner hereby purchases from the General Partner, the Partnership Interest and the Share Interests, in consideration of the payment by the Limited Partner of the sum of [REDACTED], which amount shall be allocated in accordance with Schedule A and payable by way of promissory note issued by the Limited Partner to the General Partner.

3. **DISPOSITION**

- 3.1 Effective as of the Effective Time, the Partnership shall be deemed to have disposed of all right, title and interest in and to all property, assets and undertaking, whether real, personal or intangible, of every kind and description whatsoever held by the Partnership immediately before the Effective Time (the "**Partnership Property**"), including but not limited to the Rights in the Patents and the Rights in the Trademarks, and the Limited Partner shall be deemed to have received all right, title and interest in and to the Partnership Property in full satisfaction as proceeds of disposition of its interest in the Partnership and hereby surrenders such partnership interest in consideration thereof.
- 3.2 All indebtedness, liabilities and obligations of the Partnership of any nature whatsoever, whether absolute or contingent and whenever arising (the "**Partnership Obligations**") will be satisfied and discharged from the Partnership Property. In the event the Partnership Property is insufficient for such purpose, the remaining Partnership Obligations shall be paid and discharged by the Limited Partner.
- 3.3 The Partnership hereby irrevocably constitutes and appoints the General Partner as the true and lawful attorney of the Partnership for and in the name of the Partnership with full power of substitution, to file all tax returns and make and file all elections in connection therewith and to do and execute all acts, matters and things whatsoever necessary to fully complete the transactions contemplated herein. The foregoing power of attorney is granted by the Partnership to the General Partner in contemplation of the dissolution of the Partnership under the provisions of the Partnership Agreement and the foregoing power of attorney, being coupled with an interest, shall not be revoked by the dissolution of the Partnership or be otherwise revoked.

4. **DISSOLUTION OF THE PARTNERSHIP**

- 4.1 The Partners agree:
- (a) to terminate the Partnership Agreement in accordance with the terms of this Agreement and that the provisions of this Agreement shall supersede any provision of the Partnership Agreement which is inconsistent with this Agreement;

- (b) that the Partnership will automatically dissolve and cease to exist effective as of the Effective Time, without the requirement of any further action, however a declaration of dissolution shall be filed so that the Partnership is struck from all applicable registries;
- (c) that immediately following the dissolution of the Partnership as of the Effective Time, the Limited Partner shall continue, using the Partnership Property, the business carried on by the Partnership prior to the Effective Time, such that the provisions of subsection 98(5) of the Income Tax Act (Canada) shall apply in respect of the dissolution of the Partnership and the deemed distribution of the Partnership Property by the Partnership to the Limited Partner; and
- (d) the Partnership and the Limited Partner shall jointly execute elections under subsection 167(1) of the Excise Tax Act (Canada) and under section 75 of the Act Respecting the Quebec Sales Tax in the form prescribed for such purposes such that the deemed distribution of the Partnership Property by the Partnership to the Limited Partner shall take place without payment of any goods and services tax (“GST”), harmonized sales tax (“HST”) or Quebec sales tax (“QST”). The Limited Partner shall file such elections on or before the filing due date for the Limited Partner’s GST/HST and QST returns for the reporting period during which the Effective Time occurs.

5. MISCELLANEOUS

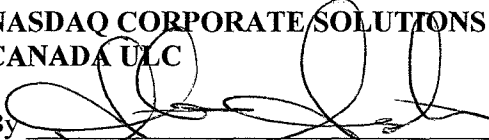
- 5.1 Each party to this Agreement shall, at its own expense, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonable within its power and as may be reasonably requested of it to implement this Agreement.
- 5.2 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 5.3 This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction). Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto.
- 5.4 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- 5.5 Any waiver of, or consent to depart from, the requirements of any provision of this Agreement will be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

5.6 This Agreement may be executed in any number of counterparts, and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart by facsimile or electronic transmissions shall be as effective as delivery of an original executed counterpart.


[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as the day and year first written above.

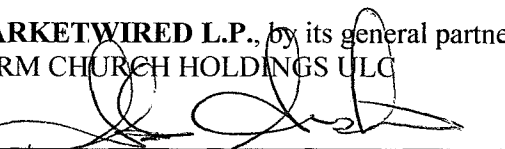
**NASDAQ CORPORATE SOLUTIONS
CANADA ULC**

By 
Name: Stacie Swanstrom
Title: Director

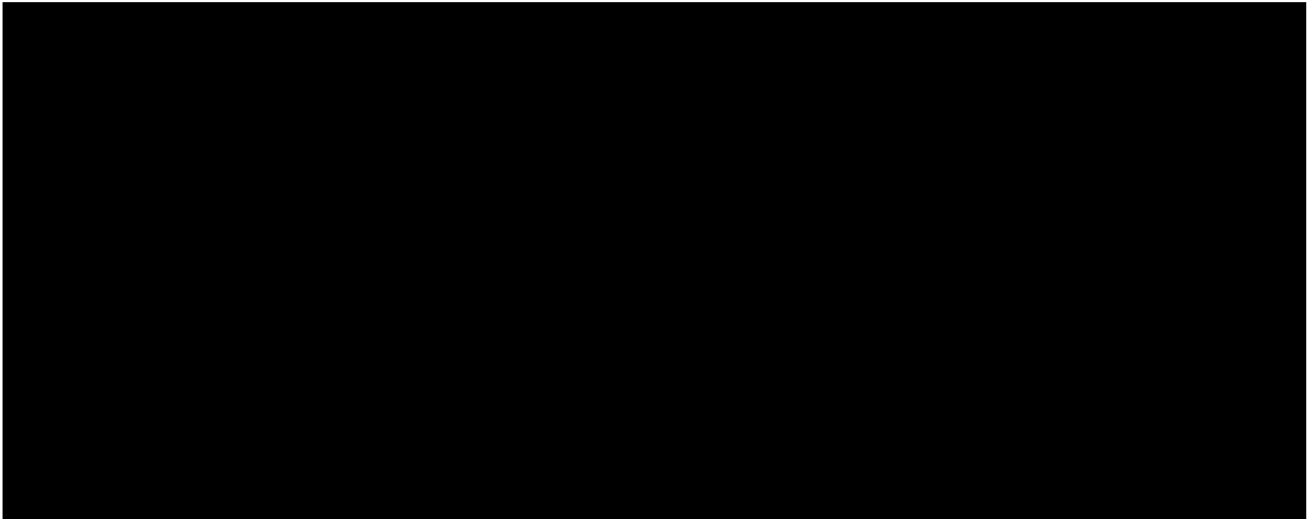
FARM CHURCH HOLDINGS ULC

By 
Name: Stacie Swanstrom
Title: Director

**MARKETWIRED L.P., by its general partner,
FARM CHURCH HOLDINGS ULC**

By 
Name: Stacie Swanstrom
Title: Director

SCHEDULE A



SCHEDULE B
Patents

Title of application	Country	Filing date MM/DD/YYYY	Application/ Patent No.
SYSTEMS AND METHODS FOR CONTINUOUS ACTIVE DATA SECURITY	U.S.A.	01/30/2014	61/933,434
SYSTEMS AND METHODS FOR CONTINUOUS ACTIVE DATA SECURITY	U.S.A.	01/29/2015	14/609,074
SYSTEMS AND METHODS FOR CONTINUOUS ACTIVE DATA SECURITY	WO	01/29/2015	PCT/CA2015/050 063

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