# 503925748 07/21/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3972401

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
RICHARD BRUNO	07/16/2014
DANIEL ROBICHAUD	07/14/2014
MARC-ANTOINE ROSS	07/14/2014
ANTON STIGLIC	07/11/2014

## **RECEIVING PARTY DATA**

Name:	PASSWORDBOX INC.
Street Address:	4200, BOULEVARD ST-LAURENT
Internal Address:	SUITE 610
City:	MONTREAL QUEBEC
State/Country:	CANADA
Postal Code:	H2W 2R2

## **PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	14421131
Application Number:	61647213
PCT Number:	CA2013050355

## CORRESPONDENCE DATA

**Fax Number:** (612)332-8352

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.

**Phone:** 713-228-6601

Email: inteldocs\_docketing@cpaglobal.com

Correspondent Name: BLANK ROME LLP C/O CPA GLOBAL

Address Line 1: 900 SECOND AVENUE SOUTH

Address Line 2: SUITE 600

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	P72065 (920-0365)
NAME OF SUBMITTER:	RICHARD A. SCHAFER
SIGNATURE:	/RICHARD A. SCHAFER/
DATE SIGNED:	07/21/2016

# **Total Attachments: 22**

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- (i) in the case of any patent or patent application listed in Schedule A, to any application for patent claiming subject matter relating thereto, and to all corresponding right, title and interest in and to any patent issued therefrom, and to any patent issued from a continuation, continuation-in-part, reissue, divisional or re-examination application derived, or claiming priority, from the patent or patent application; and
- in the case of a trademark application listed in Schedule A, to all corresponding right, title and interest in and to any trademark issued therefrom.
- (c) for greater certainty, inventions, if any, patented or unpatented, which are in no way related to the Assignee's business are excluded from the scope of this Agreement. To preclude any possible uncertainty, the Assignor has set forth on Schedule B attached hereto a complete list of all inventions that the Assignor has, alone or jointly with others, made, conceived, developed or acquired or caused to be made, conceived, developed or acquired which in no way relate to the Assignee's business, that the Assignor considers to be the Assignor's property or the property of third parties and that the Assignor wishes to have excluded from the scope of this Agreement (collectively referred to as "Personal Inventions"). If disclosure of any such Personal Invention would cause the Assignor to violate any prior confidentiality agreement, the Assignor understands that no such Personal Invention will be required to be listed in Schedule B but shall only disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Schedule B for such purpose. If no such disclosure is attached, the Assignor represents that there are no Personal Inventions.
- 3. The Assignor hereby confirms that he or she granted, sold, transferred, assigned and conveyed to the Assignee (and does hereby grant, sell, transfer, assign and convey to the Assignee), irrevocably and unconditionally, the Assignor's entire right, title and interest throughout the world in and to the Intellectual Property free and clear of all liens, encumbrances, and interests of third parties. The Assignor hereby represents and warrants that the Assignor had at all relevant times intended and agreed that Assignee would own the Intellectual Property from the time of creation and that this Confirmatory Assignment is executed to confirm the Assignee's existing ownership (and the Assignor's prior assignment) and is effective as, at and from the date of creation of each element of the Intellectual Property.
- 4. The Assignor hereby waives in favour of the Assignee, irrevocably and unconditionally, any and all moral rights that the Assignee may have in the Intellectual Property. Without limiting the generality of the foregoing, this means that the Assignee may use or after the Intellectual Property as it sees fit in its discretion, and is not required to designate the Assignor or any other person as the originator of the Intellectual Property.
- Upon request by the Assignee, the Assignor shall execute and deliver any documents or instruments that may be necessary or proper to vest all Intellectual Property in the Assignee or its nominee or designee and to enable the Assignee, or its nominee or designee to register all Intellectual Property.
- 6. Upon request by the Assignee, the Assigner shall perform any and all acts that may be necessary or proper to vest all Intellectual Property in the Assignee or the Assignee's nominee or designee and required to enable the Assignee, or its nominee or designee, to register all Intellectual Property.
- 7. Upon request by the Assignee, the Assignor shall render to the Assignee, or its nominee or designee, all such assistance as the Assignee may require in the prosecution of all of the Intellectual Property, and in the prosecution or defense of the Intellectual Property. The Assignee shall reasonably compensate the Assignor for expenses occurred by the Assignor in carrying out the Assignor's obligations as set out in this section.
- 8. The Assignor hereby authorizes the firm of Borden Ladner Gervais LLP to insert any further application or registration details for the Intellectual Property as reasonably necessary to make this Confirmatory Assignment suitable for recordation in the patent offices or trademark offices of any country as may be required.
- This Confirmatory Assignment enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

10. This Confirmatory Assignment is governed by, and shall be construed in accordance with, the laws of the Province of Quebec, Canada and the laws of Canada to the extent applicable therein.

# Assignment From:

Richard Bruno	Witness:
Executed at	1. Flicher I Lein
Collaboration (Gity	Print Name
Province/State, Country	whose full post office address is
This Loday of Month Year	Colde ON
DA R	was personally present and did see the Assignor named in this Confirmatory Assignment execute the within assignment and the Assignor is personally known te-me.
Signature	Signature

# Assignment To:

PasswordBox Inc.  Executed at MONTREAC  City	I. Rich Rein Print Name
Province/State, Country  This b day of U.Y. 2014.  Month Year	whose full post office address is
By: WARC HAVIN VE RSS Print Name Title: Signature	was personally present and did see  Name execute the within assignment and such representative of the Assignee is personally known to me.  Signature

[Section 10 and signature block follow on next page]

# Schedule A Intellectual Property applications and registrations

Patent application or patent	Country	Application number	Registration number
Process Efficient Preprocessing For Any Encryption Standard	International	PCT/CA2013/050969	
Secure Automatic Authorized Access To Mobile Applications	United States	61/827,331	
Through A Third Party	International	PCT/CA2014/050343	
Event-Triggered Release Through Third Party of Preencrypted Digital Data From Data Owner to Data Assignee	International	PCT/CA2013/050355	
End-to-End Encryption Method For Digital Sharing Through A Third Party	International	PCT/CA2013/050382	
Transparent management, suspension, restoration, sharing, limiting and migration of user sessions without access to user credentials	United States	61/979289	

## Schedule B Personal Inventions

Personal Inventions subject to a confidentiality agreement:

Invention or Improvement

Party(ies)

Relationship

No Personal Invention is subject to this agreement or any confidentiality related thereto which is dated prior to January 2011. This includes all IP at Beyond If Corporation (about 10 products and a dozen units of IP), Alliance Interactive Corporation (about 16 products and a hundred units of IP), Digital Frontiers (about 12 products and fifty units of IP), GCA Corp (about a dozen products and more than a hundred units of IP), GCT (about a dozen products and more than a hundred units of IP), PRISM interactive Corp (more than 20 products and a hundred units of IP), Philips NV (about 50 products and over 700 units of IP), Sun Micro Systems (about ten products and 20 units of IP), Fujitsu (about a dozen products and more than 20 units of IP), Nippon Columbia and Denon (about a dozen products und more than 20 units of IP), Toppan Printing Co Ltd (about a dozen products and more than a hundred units of IP), Nippon Steel (about a dozen products and more than a 40 units of IP). DEC (more than 5 products and 20 units of IP). The aforementioned is a short list of the most important companies wherein security technology was developed.

Personal Inventions that are not subject to a confidentiality agreement:

### CONFIRMATORY ASSIGNMENT- WORLDWIDE

THIS CONFIRMATORY ASSIGNMENT is entered into this /4 day of July, 2014.

#### Between:

PasswordBox Inc., 4200, Boulevard St-Laurent, suite 610, Montreal Quebec, Canada H2W 2R2, (the "Assignee") and Daniel Robichaud of 160 De Rouville, Bromont, Quebec, J2L 2B9 (the "Assignor").

### **Background**

- A. Assignee and Assignor are parties to an employment agreement or agreements, whether made orally or in writing (or both) under which the Assignor is employed by Assignee or under which the Assignor was acting in its capacity as a founder, consultant or advisor to the Assignee (the "Employment Agreement").
- B. Pursuant to the Employment Agreement the Assignor acknowledged Assignee's ownership of, and assigned to Assignee, all of Assignor's right, title and interest in and to the Intellectual Property, and Assignee and Assignor are entering into this Confirmatory Assignment to confirm and record Assignor's prior assignment and Assignee's prior ownership of the Intellectual Property, and to do so in a manner suitable for registration with applicable patent offices or trademark offices. By entering into the Employment Agreement the Assignor intended to then presently assign all of Assignor's right, title and interest in and to the Intellectual Property to Assignee.
- C. Pursuant to the Employment Agreement the Assignor agreed to execute such documents and take such steps to affirm the above intended transfer of Intellectual Property.

### Agreement

For \$1.00 and other good and valuable consideration, including consideration previously provided under the Employment Agreement under which the Intellectual Property was originally assigned by the Assignee to the Assignor, the receipt and sufficiency of which consideration the Assignor hereby acknowledges, the Assignor covenants and agrees with Assignee as follows:

- 1. For the purposes of this Confirmatory Assignment, the parties agree to incorporate by reference any definitions set out in the Background section above.
- 2. For the purposes of this Confirmatory Assignment, "Intellectual Property" means:
  - (a) all research, information, inventions, designs, procedures, developments, discoveries, improvements, patents and applications therefore, trade names and trademarks and applications therefore, copyrights and applications therefore, trade secrets, drawings, plans, systems, methods, programs, specifications, domain names, any other forms of intellectual property, and all other manufacturing, engineering, technical, research and development data and know-how and trade secrets where any of the foregoing:
    - (i) were made, conceived, developed or acquired by the Assignor, whether solely or jointly with others, either in Assignor's capacity as an employee, founder, consultant or advisor to the Assignee;
    - (ii) were made, conceived, developed or acquired by the Assignor at the site of employment when performing work directed by the Assignee or for the purpose of the Assignee;
    - (iii) relate to the manufacture, production, processing of any products or services developed or sold by the Assignee during the term of the Employment Agreement or Assignor's role as a founder, consultant or advisor:
    - (iv) are within the scope or are usable in connection with the Assignee's business as it may, from time to time, hereafter be conducted or formally proposed to be conducted at meetings or in writing;

- (v) were made, conceived, developed or acquired prior to the incorporation of the Assignee by the Assignor for the Assignee's benefit, on the Assignee's behalf or as part of or in relation to the Assignee's business; or
- (vi) is currently, or at any time in the past has been, used by the Assignee in connection with the Assignee's business; and
- (b) without in any way limiting the generality of any of the foregoing paragraphs, any and all intellectual property set out in Schedule A, and:
  - (i) in the case of any patent or patent application listed in Schedule A, to any application for patent claiming subject matter relating thereto, and to all corresponding right, title and interest in and to any patent issued therefrom, and to any patent issued from a continuation, continuation-in-part, reissue, divisional or re-examination application derived, or claiming priority, from the patent or patent application; and
  - (ii) in the case of a trademark application listed in Schedule A, to all corresponding right, title and interest in and to any trademark issued therefrom.
- for greater certainty, inventions, if any, patented or unpatented, which are in no way related to the Assignee's business are excluded from the scope of this Agreement. To preclude any possible uncertainty, the Assignor has set forth on Schedule B attached hereto a complete list of all Inventions that the Assignor has, alone or jointly with others, made, conceived, developed or acquired or caused to be made, conceived, developed or acquired which in no way relate to the Assignee's business, that the Assignor considers to be the Assignor's property or the property of third parties and that the Assignor wishes to have excluded from the scope of this Agreement (collectively referred to as "Personal Inventions"). If disclosure of any such Personal Invention would cause the Assignor to violate any prior confidentiality agreement, the Assignor understands that no such Personal Invention will be required to be listed in Schedule B but shall only disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Schedule B for such purpose. If no such disclosure is attached, the Assignor represents that there are no Personal Inventions.
- The Assignor hereby confirms that he or she granted, sold, transferred, assigned and conveyed to the Assignee (and does hereby grant, sell, transfer, assign and convey to the Assignee), irrevocably and unconditionally, the Assignor's entire right, title and interest throughout the world in and to the Intellectual Property free and clear of all liens, encumbrances, and interests of third parties. The Assignor hereby represents and warrants that the Assignor had at all relevant times intended and agreed that Assignee would own the Intellectual Property from the time of creation and that this Confirmatory Assignment is executed to confirm the Assignee's existing ownership (and the Assignor's prior assignment) and is effective as, at and from the date of creation of each element of the Intellectual Property.
- The Assignor hereby waives in favour of the Assignee, irrevocably and unconditionally, any and all moral rights that the Assignee may have in the Intellectual Property. Without limiting the generality of the foregoing, this means that the Assignee may use or alter the Intellectual Property as it sees fit in its discretion, and is not required to designate the Assignor or any other person as the originator of the Intellectual Property.
- 5. Upon request by the Assignee, the Assignor shall execute and deliver any documents or instruments that may be necessary or proper to vest all Intellectual Property in the Assignee or its nominee or designee and to enable the Assignee, or its nominee or designee to register all Intellectual Property.
- 6. Upon request by the Assignee, the Assigner shall perform any and all acts that may be necessary or proper to vest all Intellectual Property in the Assignee or the Assignee's nominee or designee and required to enable the Assignee, or its nominee or designee, to register all Intellectual Property.
- 7. Upon request by the Assignee, the Assignor shall render to the Assignee, or its nominee or designee, all such assistance as the Assignee may require in the prosecution of all of the Intellectual Property, and in the prosecution or

- defense of the Intellectual Property. The Assignee shall reasonably compensate the Assignor for expenses occurred by the Assignor in carrying out the Assignor's obligations as set out in this section.
- 8. The Assignor hereby authorizes the firm of Borden Ladner Gervais LLP to insert any further application or registration details for the Intellectual Property as reasonably necessary to make this Confirmatory Assignment suitable for recordation in the patent offices or trademark offices of any country as may be required.
- 9. This Confirmatory Assignment enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

[Section 10 and signature block follow on next page]

10. This Confirmatory Assignment is governed by, and shall be construed in accordance with, the laws of the Province of Quebec, Canada and the laws of Canada to the extent applicable therein.

# **Assignment From:**

Daniel Robichaud	Witness:
Executed at Man real	Mitness: Man frew MAGALY CHARbanner
Quebec CANADA	Print Name whose full post office address is
This Day Province/State, Country  Month Year	TMR OC H3R IMS
Day Month	was personally present and aid see the Assignor named in this Confirmatory Assignment execute the within assignment and the
Signature	Assignor is personally known to me.
	Signature

# **Assignment To:**

PasswordBox Inc.	Witness:
Executed at	MAGALY CHARBONNEAU
QUEBEC CANADA	Print Name
Province/6tate, Country	whose full post office address is
1	284 KENASTON _
This // /day of July, 2014. Day Month Year	TMR GC H3RIMS
By: LICHAMO REINER	was personally present and did see  Kichard Roine R
Print Name	Name
Title: PRESIDENT	execute the within assignment and such representative of the
TAILS.	Assignee is personally known to me.
1101/1	
Signature	Signature

# Schedule A Intellectual Property applications and registrations

Patent application or patent	Country	Application number	Registration number
Method for Event-Triggered Third Party Encrypted Data Delivery/Event-Triggered	United States	61/647,213	
Release Through Third Party of Pre-encrypted Digital Data From Data Owner to Data Assignee	International	PCT/CA2013/050355	
End-to-End Encryption Method	United States	61/729,358	
For Digital Sharing Through A Third Party	International	PCT/CA2013/050382	

# Schedule B Personal Inventions

Personal	Inventions	subject	to	а	confidentiality	agreement:
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Invention or Improvement

Party(ies)

Relationship

Personal Inventions that are not subject to a confidentiality agreement:

# CONFIRMATORY ASSIGNMENT- WORLDWIDE

THIS CONFIRMATORY ASSIGNMENT is entered into this \_\_\_\_ day of July, 2014.

### Between:

PasswordBox Inc., 4200, Boulevard St-Laurent, suite 610, Montreal Quebec, Canada H2W 2R2, (the "Assignee") and Marc-Antoine Ross of 10154 Avenue George-Baril, Montreal, Quebec, H2C 2M8 (the "Assignor").

### **Background**

- A. Assignee and Assignor are parties to an employment agreement or agreements, whether made orally or in writing (or both) under which the Assignor is employed by the Assignee or under which the Assignor was acting in its capacity as a founder, consultant or advisor to the Assignee (the "Employment Agreement").
- B. Pursuant to the Employment Agreement the Assignor acknowledged Assignee's ownership of, and assigned to Assignee, all of Assignor's right, title and interest in and to the Intellectual Property, and Assignee and Assignor are entering into this Confirmatory Assignment to confirm and record Assignor's prior assignment and Assignee's prior ownership of the Intellectual Property, and to do so in a manner suitable for registration with applicable patent offices or trademark offices. By entering into the Employment Agreement the Assignor intended to then presently assign all of Assignor's right, title and interest in and to the Intellectual Property to Assignee.
- C. Pursuant to the Employment Agreement the Assignor agreed to execute such documents and take such steps to affirm the above intended transfer of Intellectual Property.

### Agreement

For \$1.00 and other good and valuable consideration, including consideration previously provided under the Employment Agreement under which the Intellectual Property was originally assigned by the Assignee to the Assignor, the receipt and sufficiency of which consideration the Assignor hereby acknowledges, the Assignor covenants and agrees with Assignee as follows:

- 1. For the purposes of this Confirmatory Assignment, the parties agree to incorporate by reference any definitions set out in the Background section above.
- For the purposes of this Confirmatory Assignment, "Intellectual Property" means:
  - (a) all research, information, inventions, designs, procedures, developments, discoveries, improvements, patents and applications therefore, trade names and trademarks and applications therefore, copyrights and applications therefore, trade secrets, drawings, plans, systems, methods, programs, specifications, domain names, any other forms of intellectual property, and all other manufacturing, engineering, technical, research and development data and know-how and trade secrets where any of the foregoing:
    - (i) were made, conceived, developed or acquired by the Assignor, whether solely or jointly with others, either in Assignor's capacity as an employee, founder, consultant or advisor to the Assignee;
    - were made, conceived, developed or acquired by the Assignor at the site of employment when performing work directed by the Assignee or for the purpose of the Assignee;
    - (iii) relate to the manufacture, production, processing of any products or services developed or sold by the Assignee during the term of the Employment Agreement or Assignor's role as a founder, consultant or advisor;
    - (iv) are within the scope or are usable in connection with the Assignee's business as it may, from time to time, hereafter be conducted or formally proposed to be conducted at meetings or in writing;
    - (v) were made, conceived, developed or acquired prior to the incorporation of the Assignee by the Assignor for the Assignee's benefit, on the Assignee's behalf or as part of or in relation to the Assignee's business; or

- (vi) is currently, or at any time in the past has been, used by the Assignee in connection with the Assignee's business; and
- (b) without in any way limiting the generality of any of the foregoing paragraphs, any and all intellectual property set out in Schedule A, and:
  - (i) in the case of any patent or patent application listed in Schedule A, to any application for patent claiming subject matter relating thereto, and to all corresponding right, title and interest in and to any patent issued therefrom, and to any patent issued from a continuation, continuation-in-part, reissue, divisional or re-examination application derived, or claiming priority, from the patent or patent application; and
  - (ii) in the case of a trademark application listed in Schedule A, to all corresponding right, title and interest in and to any trademark issued therefrom.
- for greater certainty, inventions, if any, patented or unpatented, which are in no way related to the Assignee's business are excluded from the scope of this Agreement. To preclude any possible uncertainty, the Assignor has set forth on Schedule B attached hereto a complete list of all Inventions that the Assignor has, alone or jointly with others, made, conceived, developed or acquired or caused to be made, conceived, developed or acquired which in no way relate to the Assignee's business, that the Assignor considers to be the Assignor's property or the property of third parties and that the Assignor wishes to have excluded from the scope of this Agreement (collectively referred to as "Personal Inventions"). If disclosure of any such Personal Invention would cause the Assignor to violate any prior confidentiality agreement, the Assignor understands that no such Personal Invention will be required to be listed in Schedule B but shall only disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Schedule B for such purpose. If no such disclosure is attached, the Assignor represents that there are no Personal Inventions.
- 3. The Assignor hereby confirms that he or she granted, sold, transferred, assigned and conveyed to the Assignee (and does hereby grant, sell, transfer, assign and convey to the Assignee), irrevocably and unconditionally, the Assignor's entire right, title and interest throughout the world in and to the Intellectual Property free and clear of all liens, encumbrances, and interests of third parties. The Assignor hereby represents and warrants that the Assignor had at all relevant times intended and agreed that Assignee would own the Intellectual Property from the time of creation and that this Confirmatory Assignment is executed to confirm the Assignee's existing ownership (and the Assignor's prior assignment) and is effective as, at and from the date of creation of each element of the Intellectual Property.
- 4. The Assignor hereby waives in favour of the Assignee, irrevocably and unconditionally, any and all moral rights that the Assignee may have in the Intellectual Property. Without limiting the generality of the foregoing, this means that the Assignee may use or alter the Intellectual Property as it sees fit in its discretion, and is not required to designate the Assignor or any other person as the originator of the Intellectual Property.
- Upon request by the Assignee, the Assignor shall execute and deliver any documents or instruments that may be necessary or proper to vest all Intellectual Property in the Assignee or its nominee or designee and to enable the Assignee, or its nominee or designee to register all Intellectual Property.
- 6. Upon request by the Assignee, the Assigner shall perform any and all acts that may be necessary or proper to vest all Intellectual Property in the Assignee or the Assignee's nominee or designee and required to enable the Assignee, or its nominee or designee, to register all Intellectual Property.
- 7. Upon request by the Assignee, the Assignor shall render to the Assignee, or its nominee or designee, all such assistance as the Assignee may require in the prosecution of all of the Intellectual Property, and in the prosecution or defense of the Intellectual Property. The Assignee shall reasonably compensate the Assignor for expenses occurred by the Assignor in carrying out the Assignor's obligations as set out in this section.

The Assignor hereby authorizes the firm of Borden Ladner Gervais LLP to insert any further application or registration details for the Intellectual Property as reasonably necessary to make this Confirmatory Assignment suitable for recordation in the patent offices or trademark offices of any country as may be required.
This Confirmatory Assignment enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.
[Section 10 and signature block follow on next page]

10. This Confirmatory Assignment is governed by, and shall be construed in accordance with, the laws of the Province of Quebec, Canada and the laws of Canada to the extent applicable therein.

**Assignment From:** 

c-Antoine Ross	Witness: NAGALY CHARBONNEAU
cuted at Won Yew	''
Oveloc CANADA	Print Name
Province/State, Country	whose full post office address is TMP
14th Jay of July 2014	284 KENASION IMK
Day Month Year	QC 113R 11013
	was personally present and did see the Assignor named in this
	Confirmatory Assignment execute the within assignment and the Assignor is personally known to ma
	(AT)
Signature	Signature

# Assignment To:

PasswordBox Inc.  Executed at	Witness: MH6ALY CHARBONNEAU
QUEBEC, CANADA	Print Name whose full, post office address is
Province/State, Country  This / Y day of / Month Year	MR OX HBRIMS
By: <u>OMNIEL ROBILITA</u> D  Print Name	was personally present and and see  DANIEL KOOI Chau C
Title: CEO	execute the within assignment and such representative of the Assignee is personally known to me.
Signature	Signature

# Schedule A Intellectual Property applications and registrations

Patent application or patent	Country	Application number	Registration number
Method for Event-Triggered Third Party Encrypted Data Delivery/Event-Triggered	United States	61/647,213	
Release Through Third Party of Pre-encrypted Digital Data From Data Owner to Data Assignee	International	PCT/CA2013/050355	
End-to-End Encryption Method For Digital Sharing Through A	United States	61/729,358	
Third Party	International	PCT/CA2013/050382	

# Schedule B Personal Inventions

Personal Inventions subject to a confidentiality agreement:

Invention or Improvement

Party(ies)

Relationship

Personal Inventions that are not subject to a confidentiality agreement:

ORGNZ. IT: REALTIME COLLABORATION SPREAD SHEET

CONFIRMATORY ASSIGNMENT- WORLDWIDE

### CONFIRMATORY ASSIGNMENT- WORLDWIDE

THIS CONFIRMATORY ASSIGNMENT is entered into this 11th day of July, 2014.

#### Between:

PasswordBox Inc., 4200, Boulevard St-Laurent, suite 610, Montreal Quebec, Canada H2W 2R2 (the "Assignee") and Anton Stiglic of 8590 av Orégon, Brossard, Quebec J4Y 2Z4 (the "Assignor").

### Background

- A. Assignee and Assignor were parties to a consulting agreement or agreements, whether made orally or in writing (or both) under which the Assignor was acting in its capacity as a consultant or service provider to the Assignee (the "Consulting Agreement").
- B. Pursuant to the Consulting Agreement the Assignor acknowledged Assignee's ownership of, and assigned to Assignee, all of Assignor's right, title and interest in and to the Intellectual Property, and Assignee and Assignor are entering into this Confirmatory Assignment to confirm and record Assignor's prior assignment and Assignee's prior ownership of the Intellectual Property, and to do so in a manner suitable for registration with applicable patent offices or trademark offices. By entering into the Consulting Agreement the Assignor intended to then presently assign all of Assignor's right, title and interest in and to the Intellectual Property to Assignee.
- C. Pursuant to the Consulting Agreement the Assignor agreed to execute such documents and take such steps to affirm the above intended transfer of Intellectual Property.

### Agreement

For \$1.00 and other good and valuable consideration, including consideration previously provided under the Consulting Agreement under which the Intellectual Property was originally assigned by the Assignee to the Assignor, the receipt and sufficiency of which consideration the Assignor hereby acknowledges, the Assignor covenants and agrees with Assignee as follows:

- 1. For the purposes of this Confirmatory Assignment, the parties agree to incorporate by reference any definitions set out in the Background section above.
- 2. For the purposes of this Confirmatory Assignment, "Intellectual Property" means:
  - (a) all research, information, inventions, designs, procedures, developments, discoveries, improvements, patents and applications therefore, trade names and trademarks and applications therefore, copyrights and applications therefore, trade secrets, drawings, plans, systems, methods, programs, specifications, domain names, any other forms of intellectual property, and all other manufacturing, engineering, technical, research and development data and know-how and trade secrets where any of the foregoing:
    - (i) were made, conceived, developed or acquired by the Assignor, whether solely or jointly with others, in Assignor's capacity as consultant or service provider to the Assignee;
    - (ii) were made, conceived, developed or acquired by the Assignor when performing work directed by the Assignee or for the purpose of the Assignee;
    - (iii) relate to the manufacture, production, processing of any products or services developed or sold by the Assignee during the term of the Consulting Agreement or Assignor's role as a consultant or service provider;
    - (iv) are within the scope or are usable in connection with the Assignee's business as it may, from time to time, hereafter be conducted or formally proposed to be conducted at meetings or in writing; or

- (v) is currently, or at any time in the past has been, used by the Assignee in connection with the Assignee's business; and
- (b) without in any way limiting the generality of any of the foregoing paragraphs, any and all intellectual property set out in Schedule A, and:
  - (i) in the case of any patent or patent application listed in Schedule A, to any application for patent claiming subject matter relating thereto, and to all corresponding right, title and interest in and to any patent issued therefrom, and to any patent issued from a continuation, continuation-in-part, re-issue, divisional or re-examination application derived, or claiming priority, from the patent or patent application; and
  - (ii) in the case of a trademark application listed in Schedule A, to all corresponding right, title and interest in and to any trademark issued therefrom.
- 3. The Assignor hereby confirms that he or she granted, sold, transferred, assigned and conveyed to the Assignee (and does hereby grant, sell, transfer, assign and convey to the Assignee), irrevocably and unconditionally, the Assignor's entire right, title and interest throughout the world in and to the Intellectual Property free and clear of all liens, encumbrances, and interests of third parties. The Assignor hereby represents and warrants that the Assignor had at all relevant times intended and agreed that Assignee would own the Intellectual Property from the time of creation and that this Confirmatory Assignment is executed to confirm the Assignee's existing ownership (and the Assignor's prior assignment) and is effective as, at and from the date of creation of each element of the Intellectual Property.
- 4. The Assignor hereby waives in favour of the Assignee, irrevocably and unconditionally, any and all moral rights that the Assignee may have in the Intellectual Property. Without limiting the generality of the foregoing, this means that the Assignee may use or alter the Intellectual Property as it sees fit in its discretion, and is not required to designate the Assignor or any other person as the originator of the Intellectual Property.
- 5. Upon request by the Assignee, the Assignor shall execute and deliver any documents or instruments that may be necessary or proper to vest all Intellectual Property in the Assignee or its nominee or designee and to enable the Assignee, or its nominee or designee to register all Intellectual Property.
- 6. Upon request by the Assignee, the Assigner shall perform any and all acts that may be necessary or proper to vest all Intellectual Property in the Assignee or the Assignee's nominee or designee and required to enable the Assignee, or its nominee or designee, to register all Intellectual Property.
- 7. Upon request by the Assignee, the Assignor shall render to the Assignee, or its nominee or designee, all such assistance as the Assignee may require in the prosecution of all of the Intellectual Property, and in the prosecution or defense of the Intellectual Property. The Assignee shall reasonably compensate the Assignor for expenses occurred by the Assignor in carrying out the Assignor's obligations as set out in this section.
- 8. The Assignor hereby authorizes the firm of Borden Ladner Gervais LLP to insert any further application or registration details for the Intellectual Property as reasonably necessary to make this Confirmatory Assignment suitable for recordation in the patent offices or trademark offices of any country as may be required.
- This Confirmatory Assignment enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

[Section 10 and signature block follow on next page]

10. This Confirmatory Assignment is governed by, and shall be construed in accordance with, the laws of the Province of Quebec, Canada and the laws of Canada to the extent applicable therein.

# **Assignment From:**

Anton Stiglic	Witness:
Executed at Montreal	I, MARC-ANTOINE ROSS
Province/State, Country  This 11th day of July, 2014	whose full post office address is  LOISY GEDREES GARIC  MONTREAL OR HOC ZMB
Day Month Year	was personally present and did see the Assignor named in this Confirmatory Assignment execute the within assignment and the Assignor is personally known to me.
Signature	Signature

# Assignment To:

PasswordBox Inc.  Executed at	Witness:  1. MAGALY CHARBONNGAL  Print Name
Province/State, Country  This day of	whose full post office address is  TMR QC 413R 1 M 5
By: DANIEL POBICHAUD Print Name	was personally present and did see  DANIEL Chi Chou d  Name
Title: CEO	execute the within assignment and such representative of the Assignee is personally known to me.
Signature	Signature

# Schedule A Intellectual Property applications and registrations

Patent application or patent	Country	Application number	Registration number
Event-Triggered Release Through Third Party of Preencrypted Digital Data From Data Owner to Data Assignee	International	PCT/CA2013/050355	
End-to-End Encryption Method For Digital Sharing Through A Third Party	International	PCT/CA2013/050382	

PATENT REEL: 039426 FRAME: 0930

**RECORDED: 07/21/2016**