

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AON GLOBAL RISK RESEARCH LIMITED	04/29/2016
RECEIVING PARTY DATA	
Name:	IJET INTERNATIONAL, INC.
Street Address:	185 ADMIRAL COCHRANE DRIVE
City:	ANNAPOLIS
State/Country:	MARYLAND
Postal Code:	21401
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8667602
CORRESPONDENCE DATA	
Fax Number:	(617)526-5000
<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:	6175266000
Email:	WHIPDocketStaff@wilmerhale.com
Correspondent Name:	WILMERHALE
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Address Line 4:	BOSTON, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	2202198.143 US1
NAME OF SUBMITTER:	MICHAEL E. CONNORS
SIGNATURE:	/Michael E. Connors/
DATE SIGNED:	09/21/2016
Total Attachments: 6	
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ASSIGNMENT AGREEMENT

THIS Agreement is made ~~11/21/2016~~ ("Effective Date") by and between IJET INTERNATIONAL, INC. a Delaware corporation having offices at 185 Admiral Cochrane Drive, Annapolis, Maryland, 21401, ("IJET") and AON GLOBAL RISK RESEARCH LIMITED of Appleby, Canon's Court, 22 Victoria Street, Hamilton, Bermuda, HM 12, ("AGRRL").

WHEREAS Aon UK Limited ("Aon UK"), an affiliate of AGRRL, and Ijet executed an Asset Purchase Agreement dated March 8, 2016 whereby Ijet agreed to acquire from Aon UK the business associated with WorldAware Solutions™; and

WHEREAS, in furtherance of that sale AGRRL intends to transfer ownership of all right, title and interest in the patents and applications covering AGRRL's WorldAware Solutions™ to IJET.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows.

I. Assignment of Patent Rights to IJET

I.1 The patents and applications covering AGRRL's WorldAware Solutions™ are as follows:

Patent Number	Issue Date
8,667,602	03/04/2014
8,903,870	12/02/2014
9,313,611	04/12/2016
Application Number	Filing Date
13/337,001	12/23/2011
14/531,822	11/03/2014

I.2 AGRRL does hereby sell, assign, and transfer unto IJET the entire right, title and interest in and to the aforesaid patents and in and to the aforesaid applications for patent and the inventions described therein and in and to any and all patents which may be granted therefor and in and to any and all divisions, continuations, substitutions and renewals thereof, and in and to any and all reissues and reexaminations of said patents (collectively, "the Patent Assets") to the full end of the term for which said Patent Assets have been granted or may be granted the same to be held and enjoyed by the IJET for the use and benefit of IJET, and for the use and benefit of IJET's successors, assigns or other legal representatives to the full end of the term for which said Patent Assets have been or may be granted, and for claims for damage by reason of infringement past and present, as fully and entirely as the same would have been held by us had this assignment not been made.

- 1.3 IJET each shall have the right to have the assignment of the Patent Assets recorded at the United States Patent and Trademark Office (USPTO). AGRRL will reasonably cooperate and assist IJET with such recordation, including by executing assignment agreements suitable for recordation at the USPTO. The cost of recordation shall be borne by IJET.

2. Representations and Warranties

- 2.1 IJET and AGRRL each represent and warrant that they have full and complete authority and authorization to execute and effect this Agreement and to take or cause to be taken all acts contemplated by this Agreement.
- 2.2 IJET and AGRRL each represent and warrant that execution and performance of this Agreement will not violate any preexisting agreement or covenant with a third party.

3. Prosecution, Maintenance and Transfer of the Patent Assets

- 3.1 IJET shall be responsible for, and shall have sole discretion, to prosecute and maintain the Patent Assets. IJET shall have the sole right to determine whether or not, and where, to file any related patent application, to abandon any of the Patent Assets, or to discontinue the maintenance of any of the Patent Assets.
- 3.2 IJET shall bear all expenses related to the prosecution and maintenance of the Patent Assets.

4. Comprehension

- 4.1 Each Party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded execution of this Agreement and that it has executed this Agreement with the consent and on the advice of such independent legal counsel. Each Party further acknowledges that it and its counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement before execution hereof. Each Party has authorized and directed its respective attorney to execute and deliver such other and further documents as may be required to carry out the terms and conditions of this Agreement.
- 4.2 The Parties represent and warrant that they have read and been advised by competent counsel regarding this Agreement, that they understand this Agreement's provisions and legal effect, that they understand their rights and obligations, and that they are knowingly, willingly, and voluntarily entering into this Agreement.

5. Construction and Interpretation

- 5.1 This Agreement shall be interpreted, construed, and enforced according to the state laws of Delaware without reference to its choice of law rules, except to the extent preempted by federal laws of the United States. With respect to all disputes between the Parties arising out of or relating to this Agreement, the Parties consent to subject matter jurisdiction, personal jurisdiction, and venue in the United States District Court for the District of Delaware. The Parties waive their rights to object to, or challenge, the jurisdiction or venue of said court with respect to all disputes between the Parties arising out of or relating to this Agreement.
- 5.2 The Parties and their counsel have reviewed and contributed to the drafting of this Agreement, and the rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement. This Agreement has been and shall be construed as having been drafted by all Parties.
- 5.3 If any section of this Agreement is found by competent authority to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the Parties' intent.
- 5.4 The section headings are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

6. Confidentiality

- 6.1 The Parties agree that the terms of this Agreement shall remain confidential and shall not be directly or indirectly disclosed by them for any reason at any time. Each Party, however, may disclose, in confidence and on a need-to-know basis, the terms to its attorneys, accountants, financial institutions, auditors, directors, officers, shareholders, employees, insurers, and other agents. Each Party may also disclose the terms of this Agreement with obligations of confidentiality at least as stringent as those contained herein, to a counterparty in connection with a merger, acquisition, sale or acquisition of patents, financing or similar transaction. Each Party also may disclose the terms of this Agreement as required by law or court order, or as may be needed to fulfill obligations stated in this Agreement. If a Party discloses this Agreement in connection with a litigation, then the Party must designate the agreement as "Outside Attorneys' Eyes Only" or a similar designation subject to a protective order in that litigation.

7. Entire Agreement, Execution and Modification

- 7.1 This Agreement contains the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings, oral or written, with respect to the subject matter of this Agreement. Each Party acknowledges that no other person or entity has made any promise, representation, or warranty, expressed or implied, written or oral, concerning the subject matter of this Agreement and not stated herein, to induce the Party to execute this Agreement. Each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation, or warranty not expressly stated in this Agreement.
- 7.2 This Agreement may not be amended or modified except in writing signed by all Parties to this Agreement or their successors at the time of the amendment or modification.
- 7.3 This Agreement may be executed in counterparts, each of which shall constitute a duplicate original.

8. Authority to Execute, Further Action

- 8.1 Each person who signs this Agreement on a Party's behalf expressly represents and warrants that he or she has the authority to sign on behalf of that Party.
- 8.2 Each Party agrees to take any actions and to execute any agreements or documents needed to fulfill this Agreement's intent and purpose. The expenses for taking such action shall be borne by the party which is the beneficiary of such action. By way of example, as set forth in Section 3.2, expenses related to the prosecution and maintenance of the Patent Assets shall be borne by IJET.

9. Notices, Waiver

- 9.1 Any notice or other document required or permitted by this Agreement shall be sufficiently given when personally delivered, delivered by overnight courier, or mailed with the U.S. Postal Service prepaid first class registered or certified mail and addressed to the Party for whom it is intended at its record address, and such notice shall be effective upon receipt. The Parties' record addresses are shown below:

For AGRRL:
Aon Global Risk Research Limited
c/o Appleby
Canon's Court
22 Victoria Street
Hamilton, Bermuda HM 12

For IJET:
IJET International, Inc.
185 Admiral Cochrane Dr.
Annapolis, MD 21401 USA
Attn: General Counsel's Office

- 9.2 No delay or failure on the part of either party in the exercise of any right under this Agreement or available at law or in equity shall be construed as a waiver of such right nor shall any single or partial exercise thereof preclude any other exercise thereof. No waiver of any right under this Agreement shall be deemed effective unless the same is set forth in a writing signed by the party giving such waiver, and no waiver of any right shall be deemed to be a waiver of such right, or any other rights hereunder, in the future.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to become effective as of the Effective Date.

IJET: IJET INTERNATIONAL, INC.

AGRRL: AON GLOBAL RISK RESEARCH
LIMITED

By

Ellen S. Ryan
General Counsel

Date

4/29/2016

By

[NAME] JOSEPH REGO
[TITLE] DIRECTOR

Date

4/29/2016