

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4170213

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
I2X TECHNOLOGIES, INC.	03/01/2016
RECEIVING PARTY DATA	
Name:	QUIRKLOGIC, INC.
Street Address:	3600-4TH STREET SE
City:	CALGARY
State/Country:	CANADA
Postal Code:	T2G 2W3
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	62275142
Application Number:	62275133
Application Number:	62275126
Application Number:	62275108
Application Number:	62275089
Application Number:	62275052
Application Number:	29550123
Application Number:	14986270
Application Number:	14976802
Application Number:	14976732
CORRESPONDENCE DATA	
Fax Number:	(713)228-8778
<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:	7132288600
Email:	graves@oshaliang.com
Correspondent Name:	OSHA LIANG LLP
Address Line 1:	ALY Z. DOSSA
Address Line 2:	909 FANNIN, SUITE 3500
Address Line 4:	HOUSTON, TEXAS 77010
ATTORNEY DOCKET NUMBER:	18365/002001

PATENT

NAME OF SUBMITTER:	COURTNEY GRAVES
SIGNATURE:	/Aly Z. Dossa/
DATE SIGNED:	12/05/2016
Total Attachments: 3 source=QuircklogicAssignment#page1.tif source=QuircklogicAssignment#page2.tif source=QuircklogicAssignment#page3.tif	

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Agreement"), effective as of March 1, 2016 ("Effective Date"), is by and between I2X Technologies, Inc., an Alberta company organized under the laws of Canada, having a principal place of business at 3400-4th Street, SE Calgary, Alberta, T2G 2W3 ("Assignor") and QuirkLogic, Inc., an Alberta company organized under the laws of Canada, having a principal place of business at 3400-4th Street, SE Calgary, Alberta, T2G 2W3 ("Assignee"), the purchaser of certain assets of Assignor pursuant to a Rollover Agreement dated March 1, 2016 by and between Assignor and Assignee (the "Rollover Agreement").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the inventions described in the patent applications listed in Appendix A, together with all non-provisional patent applications, all divisions, continuations, continuations-in-part, reissues, and extensions thereof, and all Letters Patent (domestic and foreign) which may be granted therefrom (collectively, "Assigned IP");

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Assigned IP; and

WHEREAS, under the terms of the Rollover Agreement, Assignor has agreed to transfer, convey and assign, among other assets, the Assigned IP to the Assignee.

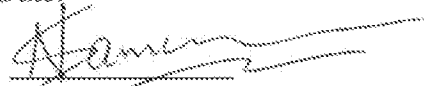
NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Rollover Agreement, the payment of the consideration stipulated in the Rollover Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, all right, title, and interest in and to the Assigned IP.

2. General Provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No modification or waiver of this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. This Agreement shall be deemed to have been made in, and shall be governed by and construed in accordance with the laws of, the Province of Alberta, without regard to conflicts of laws provisions thereof. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original and which together shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the Effective Date.

Signature: 

Name: Nashir Samanani

Title: Chief Executive Officer
12X Technologies, Inc.

Appendix A

1. U.S. Provisional Patent Application No. 62/275,142
2. U.S. Provisional Patent Application No. 62/275,133
3. U.S. Provisional Patent Application No. 62/275,126
4. U.S. Provisional Patent Application No. 62/275,108
5. U.S. Provisional Patent Application No. 62/275,089
6. U.S. Provisional Patent Application No. 62/275,052
7. U.S. Design Patent Application No. 29/550,123
8. U.S. Patent Application No. 14/986,270
9. U.S. Patent Application No. 14/976,802
10. U.S. Patent Application No. 14/976,732