

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4384295

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EYETALK SYSTEMS, INC.	03/17/2017
RECEIVING PARTY DATA		
Name:	TOBII AB	
Street Address:	BOX 743	
City:	DANDERYD	
State/Country:	SWEDEN	
Postal Code:	S-182 17	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	6243076	
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>		
Phone:	404-815-6500	
Email:	evanstrom@kilpatricktownsend.com	
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP	
Address Line 1:	1100 PEACHTREE STREET	
Address Line 2:	SUITE 2800	
Address Line 4:	ATLANTA, GEORGIA 30309	
ATTORNEY DOCKET NUMBER:	059056-1047574	
NAME OF SUBMITTER:	EMILY VANSTROM	
SIGNATURE:	/Emily Vanstrom/	
DATE SIGNED:	04/25/2017	
Total Attachments: 5		
source=2017-04-25_ASSGMNT_059056-1047574#page1.tif		
source=2017-04-25_ASSGMNT_059056-1047574#page2.tif		
source=2017-04-25_ASSGMNT_059056-1047574#page3.tif		
source=2017-04-25_ASSGMNT_059056-1047574#page4.tif		
source=2017-04-25_ASSGMNT_059056-1047574#page5.tif		

Exhibit A

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into this 17th day of March, 2017 (the "Effective Date"), by EyeTalk Systems, Inc., having its principal place of business at 5750 Zip Drive, Suite 1, Fort Myers, Florida 33905 ("Assignor"), and Tobii AB (publ) of Danderyd, Sweden ("Assignee").

RECITALS

A. Assignor is the owner of (select as appropriate):

☒ the United States Patents set forth on Appendix A hereto (the "US Patents"); and/or

☒ the non-United States patents and patent applications set forth on Appendix B hereto (the "Foreign Patents");

which collectively shall be referred to herein as the "Patents."

B. Assignor and Assignee have agreed by way of a purchase agreement (the "Purchase Agreement") dated March 17, 2017, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Patent Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail,

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by

Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, information, rendering of accounts, destruction of infringing goods, payments, royalties, income or other remuneration (hereinafter "Damages") now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) by reason of past, present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for, counterclaim, recover and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives. Assignee hereby accepts this assignment.

2. Insofar as this assignment concerns European patents and patent applications, Assignor does hereby declare that it is the owner of said Patents and that Assignor has assigned same, along with all rights and duties appurtenant thereto, to Assignee and agree that the assignment will be recorded in the register with the European Patent Office and/or national patent offices; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office and/or national patent offices.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. ASSIGNOR AUTHORIZES AND EMPOWERS ASSIGNEE, ITS SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES OR NOMINEES, TO INVOKE AND CLAIM FOR ANY APPLICATION FOR PATENT OR OTHER FORM OF PROTECTION FOR THE INVENTIONS, THE BENEFIT OF THE RIGHT OF PRIORITY PROVIDED BY THE INTERNATIONAL CONVENTION FOR THE PROTECTION OF INDUSTRIAL PROPERTY, AS AMENDED, OR BY ANY CONVENTION WHICH MAY HENCEFORTH BE SUBSTITUTED FOR IT, OR ANY OTHER INTERNATIONAL AGREEMENT OR THE DOMESTIC LAWS OF THE COUNTRY IN WHICH ANY SUCH APPLICATION IS FILED, AS MAY BE APPLICABLE, AND TO INVOKE AND CLAIM SUCH RIGHT OF PRIORITY WITHOUT FURTHER WRITTEN OR ORAL AUTHORIZATION FROM ASSIGNOR.

6. ASSIGNOR HEREBY ACKNOWLEDGES AND AGREES THAT ALL OF THE RIGHTS, TITLE AND INTEREST IN AND TO THE PATENTS SOLD, TRANSFERRED, ASSIGNED AND SET OVER TO ASSIGNEE HEREUNDER INCLUDE ALL INCOME, ROYALTIES, DAMAGES, INFORMATION CLAIMS, CLAIMS FOR RENDERING OF ACCOUNTS, CLAIMS FOR DESTRUCTION OF INFRINGING GOODS, AND PAYMENTS NOW OR HEREFTER DUE OR PAYABLE WITH RESPECT THERETO, AND ALL CAUSES OF ACTION (WHETHER IN LAW OR EQUITY) AND THE RIGHT TO SUE, COUNTERCLAIM, AND RECOVER FOR THE PAST, PRESENT AND FUTURE INFRINGEMENT OF THE RIGHTS ASSIGNED OR TO BE ASSIGNED HEREUNDER.

8. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal

equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Effective Date written above.

Assignor: EyeTalk Systems, Inc.

By: 

Name: Franz Hatfield

Title: President

Assignee: Tabii AB

By: 

Name: Henrik Eskilsson

Title: Chief Executive Officer

APPENDIX A TO ASSIGNMENT AGREEMENT

Patent No.	Title	Country
US6243076 (B1)	System and method for controlling host system interface with point-of-interest data	USA

APPENDIX B TO ASSIGNMENT AGREEMENT

Patent No.	Title	Country
DE19983513 (B4)	System and method for controlling host system interface with point-of-interest data	Germany
DE19983513 (T1)	System and method for controlling host system interface with point-of-interest data	Germany
GB2357948 (B); GB2357948 (A)	System and method for controlling host system interface with point-of-interest data	Great Britain
WO0016185 (A3); WO0016185 (A9); WO0016185 (A2)	System and method for controlling host system interface with point-of-interest data	N/A