

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DANIEL PETKER	10/26/2012
JEFFREY GEURTS	10/31/2012
RYAN ISCHE	10/31/2012
JEFFREY AVIS	10/26/2012
JEFFREY ASHTON	10/26/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DESIRE2LEARN INCORPORATED
<b>Street Address:</b>	151 CHARLES STREET WEST
<b>Internal Address:</b>	SUITE 400
<b>City:</b>	KITCHENER
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	N2G 1H6
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15644258
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<b>Fax Number:</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	BE224.98589C1
<b>NAME OF SUBMITTER:</b>	DENNIS B. DANELLA, ESQ.
<b>SIGNATURE:</b>	/DENNIS B. DANELLA/
<b>DATE SIGNED:</b>	07/07/2017

**Total Attachments: 5**

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ASSIGNMENT

WHEREAS, Daniel Petker, whose full post office address is 628 New Bedford Dr., Waterloo, Ontario, Canada, N2K 4C4, Jeffrey Geurts whose full post office address is 78 Shanley Street, Kitchener, Ontario, Canada, N2H 5P2, Ryan Ische, whose full post office address is 70 Meighen Mews, Stratford, Ontario, Canada, N4Z 1B5, Jeffrey Avis, whose full post office address is 239 Lorraine Avenue, Kitchener, Ontario, Canada, N2B 1W9 and Jeffrey Ashton, whose full post office address is 9 Camrose Court, Kitchener, Ontario, Canada, N2M 5J3, (hereinafter "the Assignors") are inventors of one or more inventions which are the subject of one or more patent applications as listed in the attached Schedule A (hereinafter "the Applications");

AND WHEREAS, Desire2Learn Incorporated whose full post office address is 151 Charles Street West, Suite 400, Kitchener, Ontario, N2G 1H6, (hereinafter "the Assignee"), has acquired from the Assignors, their entire right, title and interest in and to the invention, in all countries of the world, including their rights to the Applications, and all related applications thereon, including any and all, international, national and regional phase applications based on the Applications, and other counterpart applications in all countries, and any and all substitutes, divisionals, continuations and continuations-in-part, and any Letters Patent that may be obtained therefor, and in any and all reissues, extensions, renewals and reexaminations of such applications and patents;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Assignors hereby confirm that, as of the respective filing dates of the Applications, they have assigned, and, effective as of the respective filing dates of the Applications, do hereby sell and assign, transfer and

set over to the Assignee, all their right, title and interest for Canada, the United States of America, its territories, dependencies and possessions, and for all other countries in the world, in and to the invention, including their rights to the Applications, and all related applications and patents thereon, to be held and enjoyed by the Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by them, had this Assignment not been made.

The Assignors hereby confirm that the Applications were made or were authorized to be made by themselves and that they believe themselves to be the original inventors or joint inventors of a claimed invention in the Applications.

The Assignors hereby acknowledges that any willful false statement made in this assignment is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

The Assignors shall without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain the Applications for the invention, and all related applications and patents thereon, in any and all countries, and to vest title thereto in the Assignee, its successors, assigns and legal representatives or nominees.

The Assignors authorize and empower the Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any of the Applications, and all related applications and patents thereon, filed by them or the Assignee, 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, and to invoke and claim such right of priority without further written or oral authorization from them.

The Assignors authorize and empower Bereskin & Parr LLP/S.E.N.C.R.L., s.r.l., whose complete address is Scotia Plaza, 40 King Street West, 40th Floor, Toronto, Ontario M5H 3Y2, to insert on this Assignment any further identification, to prepare any translation which may be necessary or desirable in order to comply with the rules for recordation of this document in any country and to correct any clerical error in this assignment.

The Commissioner of Patents & Trademarks is hereby authorized and requested to issue any Letters Patent for the Applications, and all related applications thereon, to the Assignee, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment and sale not been made.

If a provision of this Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Assignment, or the validity or enforceability in other jurisdictions of that or any other provision of this Assignment.

The Parties confirm their express wish that this Assignment be drawn up in the English language. *Les parties confirment leur volonté expresse que cette cession soit rédigée en langue anglaise.*

SIGNED AT Kitchener, ON, this 26<sup>th</sup> day of Oct, 2012

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Daniel Pelker

SIGNED AT Kitchener, SI, this 31 day of Oct, 2017.

AW  
Witness

Jeffrey Geurts  
Jeffrey Geurts

SIGNED AT Kitchener, ON, this 31 day of Oct, 2017.

AW  
Witness

Ryan Ische  
Ryan Ische

SIGNED AT Kitchener, Ontario, this 26 day of Oct, 2017.

C. Martin  
Witness

Jeffrey Avis  
Jeffrey Avis

SIGNED AT Kitchener, ON, this 26<sup>th</sup> day of Oct, 2017.

C. Martin  
Witness

Jeffrey Ashton  
Jeffrey Ashton

SIGNED AT Kitchener, ON, this 26<sup>th</sup> day of Oct, 2017.

AW  
Witness

Desire2Learn Incorporated  
Name:  
Title:

Schedule A

B&P Docket No.	D2L Docket No.	Title	Application No.	Application Type	Filing Date
20628-50	2012- 007-01	SYSTEM AND METHOD FOR GATING NOTIFICATIONS		U.S. Patent Application	