

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4677773

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSUMPTION AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TELUS COMMUNICATIONS COMPANY	09/15/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TELUS COMMUNICATIONS INC.
<b>Street Address:</b>	3777 KINGSWAY
<b>City:</b>	BURNABY
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	V5H 3Z7
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9026107
<b>Patent Number:</b>	9565547
<b>Patent Number:</b>	9407956
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(780)433-5719
<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>	
<b>Phone:</b>	780-448-0606
<b>Email:</b>	tony@lambertlaw.ca
<b>Correspondent Name:</b>	ANTHONY R. LAMBERT
<b>Address Line 1:</b>	#200, 10328 - 81 AVENUE
<b>Address Line 4:</b>	EDMONTON, CANADA T6E 1X2
<b>ATTORNEY DOCKET NUMBER:</b>	007-24
<b>NAME OF SUBMITTER:</b>	ANTHONY R. LAMBERT
<b>SIGNATURE:</b>	/tonylambert#32813/
<b>DATE SIGNED:</b>	11/07/2017
<b>Total Attachments: 2</b>	
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source=107(d). Assumption Agreement bet TCC and TCI - Oct 1, 2017#page2.tif	

## ASSUMPTION AGREEMENT

**THIS AGREEMENT** is made effective as of 12:00 am ET on the 1<sup>st</sup> day of October, 2017 between **TELUS COMMUNICATIONS COMPANY**, a general partnership formed under the laws of the Province of British Columbia ("**TCC**") and **TELUS COMMUNICATIONS INC.**, a corporation amalgamated under the laws of the Province of British Columbia ("**TCI**").

### WHEREAS:

- A. TCC will be dissolved and terminated by operation of law as contemplated in Section 2.6(b) of the Partnership Agreement dated February 20, 2006 as amended by a First Amendment Agreement to the Partnership Agreement dated June 26, 2017 (the "**Partnership Agreement**") and pursuant to applicable law in British Columbia as a result of TCC having only one partner, effective as of 12:02 am on October 1, 2017 (the "**Dissolution Time**"); and
- B. In accordance with Section 14.2 of the Partnership Agreement, the dissolution of the Partnership will result in TCI (i) becoming the sole legal and beneficial owner of all property that was, immediately before the Dissolution Time, property of TCC, including without limitation, all real property; (ii) becoming liable for all liabilities that were, immediately before the Dissolution Time, liabilities of TCC; (iii) carrying on alone the business that was, immediately before the Dissolution Time, the business of TCC, and (iv) using, in the course of the business, any property that was, immediately before the Dissolution Time, TCC property and that was received by TCI as proceeds of disposition of TCI's interest in the Partnership.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual promises and covenants contained herein, the parties hereto agree as follows:

#### 1.1 Upon the Dissolution:

- (a) TCI shall become liable for all liabilities that were, immediately before the Dissolution Time, liabilities of TCC;
- (b) TCI shall continue to carry on the business that was, immediately before the Dissolution Time, the business of TCC; and
- (c) TCI covenants and agrees to be bound by and perform and observe all covenants, conditions, and obligations of TCC under each and every one of TCC's contracts.

1.2 The parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to implement and give full effect to this Agreement.

1.3 Time is of the essence of this Agreement.

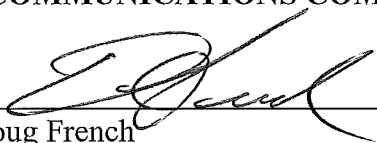
1.4 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

1.5 This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.

IN WITNESS WHEREOF this Agreement was executed and delivered by the parties hereto.


**TELUS COMMUNICATIONS COMPANY**

By:

  
\_\_\_\_\_  
Doug French

**TELUS COMMUNICATIONS INC.**

By:

  
\_\_\_\_\_  
Pier Fiorino

[Assumption Agreement of AlbertaCo and Amalco]