## 504741581 01/23/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4788309

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
SYNGRAFII CORPORATION	11/12/2013	

### **RECEIVING PARTY DATA**

Name:	SYNGRAFII INC.
Street Address:	24 SEAFORTH AVENUE
City:	TORONTO, ON
State/Country:	CANADA
Postal Code:	M6K 1N5

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number		
Application Number:	14469951		

#### **CORRESPONDENCE DATA**

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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.

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Correspondent Name: NORTON ROSE FULBRIGHT CANADA LLP

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Address Line 2: SUITE 2500

Address Line 4: MONTREAL, QC, CANADA H3B 1R1

ATTORNEY DOCKET NUMBER:	55752040-1US-1
NAME OF SUBMITTER:	RUI RITA GAO
SIGNATURE:	/Rui Gao/
DATE SIGNED:	01/23/2018

## **Total Attachments: 5**

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> PATENT REEL: 044698 FRAME: 0494

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#### PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") dated as of November 12, 2013 (the "Effective Date") by and between

SYNGRAFII CORPORATION, a corporation organized under the laws of Canada ("Assignor"),

and

SYNGRAFII INC., a corporation organized under the laws of Ontario ("Assignee").

WHEREAS Assignor and Assignee have entered into an Asset Purchase Agreement, dated ● (hereinafter the "APA"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain Assets (as defined in the APA) of Assignor, including, without limitation, the patents, patent applications and provisional patent applications identified and set forth on Schedule A attached hereto (such patents, patent applications and provisional patent applications, the "Assigned Patents"); and

WHEREAS, pursuant to the APA, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its worldwide right, title and interest in and to the Assigned Patents.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the APA, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Assignment. Pursuant to and subject to the terms and conditions of the APA, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest throughout the world in and to the Assigned Patents, any inventions and improvements claimed or disclosed therein, and any and all letters patent, certificates of invention, design registrations and utility models which may be granted therefor in the United States, its territorial possessions and all foreign countries, and in and to any and all reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions thereof, and all other applications relating thereto which shall be filed by the Assignee or its assignees in the United States, its territorial possessions and all foreign countries, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (A) the right, if any, to register or apply in all countries and regions in the Assignee's name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; (B) the right to prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications relating to the Assigned Patents; (C) the right, if any, to claim priority based on the filing dates of any of the Assigned Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (D) the right to sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in

respect of such infringements, and the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

- 2. <u>Cooperation</u>. At Assignee's cost, Assignor shall use reasonable efforts to take actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to those Assigned Patents assigned to it hereunder.
- 3. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of Assignee's right, title, and interest in and to the Assigned Patents and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Assigned Patents. The Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
- 4. Disclaimer. There are no warranties, representations or conditions, express or implied. statutory or otherwise between the Parties under this Assignment. ASSIGNEE ACKNOWLEDGES THAT, EXCEPT AS PROVIDED OTHERWISE IN THE APA (INCLUDING WITH RESPECT TO THE STATEMENTS SET FORTH IN ANNEX I THERETO), THE ASSIGNED PATENTS ARE CONVEYED WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY, INCLUDING WITHOUT LIMITATION AS TO THE CONDITION OF TITLE, ENFORCEABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY, REGISTRABILITY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING WITHOUT LIMITATION BY ASSIGNOR, OR ANY OF ITS OFFICERS, DIRECTORS. EMPLOYEES. ACCOUNTANTS. FINANCIAL, LEGAL QR. OTHER REPRESENTATIVES OR ANY AFFILIATE OF SUCH PERSON.
- 5. Governing Law. This Assignment shall be governed by the governing law and venue provisions the APA.
- 6. This Assignment is intended to effect the assignment of the General Provisions. Assigned Patents to Assignee as described in the APA. To the extent of any conflict or inconsistency between the terms and conditions of this Assignment and the APA, the APA shall prevail and govern the rights and obligations of the parties hereto and the scope of assignment of the Assigned Patents. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment, along with its Schedule and the APA and its Schedules, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF. Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

## SYNGRAFII CORPORATION

Ву

Name: Harrow Calego

Title: Chart Inio Was Other

SYNGRAFII INC.

Ву

Name: Kalikow Gibson

Title: Chet Innovation Office

Schedule A

LIST OF ASSIGNED PATENTS

Case Ref.	Family	Country	Application Date Issue Date	Official No.	Title	Case Status
55752040-1AU	55752040-1	AU	25-Nov-2005	2005309282	SYSTEM, METHOD AND COMPUTER PROGRAM FOR ENABLING SIGNINGS AND DEDICATIONS ON A REMOTE BASIS	Closed
55752040-1AU-1	55752040-1	UA	25-Nov-2005	2012201002	SYSTEM, METHOD AND COMPUTER PROGRAM FOR ENABLING SIGNINGS AND DEDICATIONS ON A REMOTE BASIS	Pending
55752040-1CA	55752040-1	CA	25-Nov-2004	2488491	SYSTEM, METHOD AND COMPUTER PROGRAM FOR ENABLING SIGNING AND DEDICATIONS ON A REMOTE BASIS	Pending
55752040-1CA1	55752040-1	CA	21-Nov-2005	2527458	SYSTEM, METHOD AND COMPUTER PROGRAM FOR OPTIMIZED TRACING OF A PATTERN ON A SURFACE	Pending
55752040-1CN	55752040-1	CN	25-Nov-2005	200580044993.1	ENABLING SIGNINGS AND DEDICATIONS ON A REMOTE PLOTTER	Closed
55752040-1EP	55752040-1	EP	25-Nov-2005	05815039.2	SYSTEM, METHOD AND COMPUTER PROGRAM FOR ENABLING SIGNINGS AND DEDICATIONS ON A REMOTE BASIS	Pending
55752040-1IN	55752040-1	IN	25-Nov-2005	720/MUMNP/2007	SYSTEM, METHOD AND COMPUTER PROGRAM FOR ENABLING SIGNINGS AND DEDICATIONS ON A REMOTE BASIS	Pending
55752040-1JP	55752040-1	JP	25-Nov-2005 28-Apr-2011	4733141	SYSTEM METHOD AND COMPUTER PROGRAM FOR ENABLING SIGNINGS AND DEDICATIONS ON A REMOTE BASIS	Granted
55752040-1KR	55752040-1	KR	25-Nov-2005 11-Dec-2012	10-1212965	SYSTEM, METHOD AND COMPUTER PROGRAM FOR ENABLING SIGNINGS AND DEDICATIONS ON A REMOTE BASIS	Granted
55752040-1US	55752040-1	us	25-Nov-2005	11/720249	SYSTEM, METHOD AND COMPUTER PROGRAM FOR ENABLING SIGNINGS AND DEDICATIONS ON A REMOTE BASIS	Pending
55752040-2CA	557 <b>520</b> 40-2	CA	26-Jul-2011	2806607	SYSTEM, METHOD AND COMPUTER PROGRAM PRODUCT FOR SIGNING AND DEDICATING INFORMATION OBJECTS	Pending
55752040-2PCT	55752040-2	PCT	26-Jul-2011	PCT/CA2011/000885	SYSTEM, METHOD AND COMPUTER PROGRAM FOR ENABLING SIGNING AND DEDICATION OF INFORMATION OBJECTS	Closed
55752040-2US	55752040-2	US	26-Jul-2011	13/812166	SYSTEM, METHOD AND COMPUTER PROGRAM FOR SIGNING AND DEDICATING INFORMATION OBJECTS	Pending
55752040-3CA	55752040-3	CA	10-May-2007	2651644	SYSTEM, METHOD AND COMPUTER PROGRAM, FOR ENABLING ENTRY INTO TRANSACTIONS ON A REMOTE BASIS	Pending
55752040-3EP	55752040-3	EP	10-May-2007	07719733.3	SYSTEM, METHOD AND COMPUTER PROGRAM, FOR ENABLING ENTRY INTO TRANSACTIONS ON A REMOTE BASIS	Pending

## Schedule A LIST OF ASSIGNED PATENTS

Case Ref.	Family	Country	Application Date Issue Date	Official No.	Title	Case Status
55752040-3US	55752040-3	US	10-May-2007 23-Oct-2012	8296832	SYSTEM, METHOD AND COMPUTER PROGRAM, FOR ENABLING ENTRY INTO TRANSACTIONS ON A REMOTE BASIS	Granted
55752040-5CA	55752040-5	CA	24-Sep-2007	2664146	APPARATUS. SYSTEM AND COMPUTER PROGRAM FOR CONTROLLING A TOOL	Pending
55752040-5EP	55752040-5	EP	24-Sep-2007	2064603	APPARATUS, SYSTEM AND COMPUTER PROGRAM FOR CONTROLLING A TOOL	Granted
55752040-5GB	55752040-5	GB	24-Sep-2007	07815884.7	ÁPPARATUS, SYSTÉM AND COMPUTER PROGRAM FOR CONTROLLING A TOOL	Granted
55752040-5PCT	55752040-5	PCT	24-Sep-2007	PCT/CA2007/001694	APPARATUS, SYSTEM AND COMPUTER PROGRAM FOR CONTROLLING A TOOL	Expired at end of life
55752040-5US	55752040-5	US	24-Sep-2007	12/442191	APPARATUS. SYSTEM AND COMPUTER PROGRAM FOR CONTROLLING A TOOL	Closed
55752040-7CA	55752040-7	CA	21-Apr-2009	2759682	SYSTEM, METHOD AND COMPUTER PROGRAM FOR CONDUCTING TRANSACTIONS REMOTELY	Pending
55752040-7EP	55752040-7	EP	21-Apr-2009	09735611.7	SYSTEM METHOD AND COMPUTER PROGRAM FOR CONDUCTING TRANSACTIONS REMOTELY	Pending
55752040-7PCT	55752040-7	PCT	21-Apr-2009	PCT/CA2009/000513	SYSTEM, METHOD AND COMPUTER PROGRAM FOR CONDUCTING TRANSACTIONS REMOTELY	Expired at end of life
55752040-7US	55752040-7	US	21-Apr-2009	12/427070	SYSTEM, METHOD AND COMPUTER PROGRAM FOR CONDUCTING TRANSACTIONS REMOTELY	Pending
55752040-7US1	55752040-7	US	21-Apr-2009	12/988960	SYSTEM, METHOD AND COMPUTER PROGRAM FOR CONDUCTING TRANSACTIONS REMOTELY	Pending
55752040-8CA	55752040-8	CA	17-Aug-2010	2771455	METHOD, SYSTEM AND COMPUTER PROGRAM FOR GENERATING AUTHENTICATED DOCUMENTS	Pending
55752040-8US	55752040-8	US	17-Aug-2010	13/390798	METHOD, SYSTEM AND COMPUTER PROGRAM FOR GENERATING AUTHENTICATED DOCUMENTS	Pending

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