

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4829797

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JAMES ALBERT IONSON	02/15/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TERRY LALL
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<b>City:</b>	TORONTO
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<b>Name:</b>	RAJIV SINGAL
<b>Street Address:</b>	61 YORKVILLE AVE., SUITE 710
<b>City:</b>	TORONTO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5R 1B7
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9336481
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	ionson@aol.com
<b>Correspondent Name:</b>	JAMES ALBERT IONSON
<b>Address Line 1:</b>	63 SOLOMON PIERCE RD
<b>Address Line 4:</b>	LEXINGTON, MASSACHUSETTS 02420
<b>NAME OF SUBMITTER:</b>	JAMES ALBERT IONSON
<b>SIGNATURE:</b>	/james albert ionson/
<b>DATE SIGNED:</b>	02/19/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 4</b>	
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## PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement ("Agreement") is entered on this 15 day of February, 2018 [month and year] ("Effective Date"), by and between Terry Lall & Rajiv Singal ("Purchasers") and James A. Ianson ("Seller"). Purchasers and Seller agree as follows:

### RECITALS:

- I. Seller is the owner of the entire right, title, and interest in and to **Patent No. US 9,336,481 B1 issued May 10, 2016 entitled "Organically Instinct-Driven Simulation System and Method"** ("Patent Rights")
- II. Subject to the terms and conditions of this Agreement, Purchasers wish to purchase the Patent Rights from Seller, and Seller wishes to sell, transfer, and convey the Patent Rights to Purchasers.

NOW, THEREFORE, the parties hereto hereby agree as follows:

### AGREEMENT

#### 1. PURCHASE OF THE PATENT/PATENT RIGHTS

Subject to the terms and conditions of this Agreement, Seller shall sell, transfer, convey, and assign the Patent Rights to Purchasers in consideration of Seller's receipt, on the Effective Date, of a one-time Patent Purchase Payment.

#### 2. DELIVERY AND PAYMENT

2.1 On the Effective Date, Purchasers or their representative will deliver to Seller the Purchase Payment and Seller shall deliver to Purchasers the Patent rights as set forth in Section 1.

2.2 At the request of the Purchasers, Seller will record the Patent Rights purchase with the United States Patent and Trademark Office (USPTO).

2.3 Payment: Purchasers will pay to Seller the Purchase Payment by wire transfer. Seller will furnish Purchasers with all necessary information to make a wire transfer to a designated bank account of Seller.

2.4 Closing. Subject to the terms and conditions of this Agreement, Purchasers and Seller will complete the purchase and sale of the Patent Rights herein by Friday February 16<sup>th</sup>, 2018 (the "Closing")

#### 3. TRANSFER OF PATENTS

3.1 **Patent Assignment:** Seller hereby sells, assigns, transfers and conveys to Purchasers all right, title and interest it has in and to the Patent and all inventions and discoveries described therein, including without limitation, all rights of Seller to collect royalties under such Patent.

3.2 **Assignment of Causes of Action:** Seller hereby sells, assigns, transfers and conveys to Purchasers all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patent and all inventions and discoveries described therein, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patents.

#### 4. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to the Purchasers as follows:

4.1 **Authority**: Seller is an individual and has the full power and authority enter into this Agreement and to carry out its obligations hereunder.

4.2 **Title and Contest**: Seller owns all right, title, and interest to the Patent, including, without limitation, all right, title, and interest to sue for infringement of the Patent. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

4.3 **Restrictions on Rights**: Purchasers will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patent Rights.

4.4 **Conduct**: The Seller has not engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate the Patent or its enforcement, including, without limitation, misrepresenting the Patent to a standard-setting organization.

4.5 **Enforcement**: Seller has not put a third party on notice of actual or potential infringement of the Patent. Seller has not invited any third party to enter into a license under the Patent.

4.6 **Patent Office Proceedings**: The Patent has never and is not currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding, and no such proceedings are pending or threatened.

4.7 **Fees**: All currently due maintenance fees, annuities, and the like due or payable on the Patent have been timely paid. For the avoidance of doubt, such timely payment includes payment of any maintenance fees for which the fee is payable.

#### 5. PURCHASERS' REPRESENTATIONS AND WARRANTIES

Purchasers hereby represents and warrants to Seller that: The Purchasers have the full power and authority and have obtained all third-party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the purchase of the Patent Rights from Seller. Purchasers will be responsible for any future Patent maintenance fees, and the like, after Patent Rights are acquired by Purchasers

#### 6. GENERAL PROVISIONS

6.1 **Limitation of Liability**: EXCEPT IN THE EVENT OF BREACH OF ANY OF THE WARRANTIES IN THE ABOVE SECTIONS, SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE. PURCHASER'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS SECTION 6.1 WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

**6.2 Limitation on Consequential Damages:** EXCEPT IN THE EVENT OF BREACH OF ANY OF THE WARRANTIES IN THE ABOVE SECTIONS NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR COVER OR FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THE LETTER AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

**6.3 Compliance with Laws:** Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the Parties and this transaction, and to orders, regulations, directions or requests of any such government.

**6.4 Confidentiality of Terms:** The Parties hereto will keep the terms of this Agreement confidential and will not now or hereafter divulge any of this information to any third party except:

- (a) with the prior written consent of the other Party;
- (b) as otherwise may be required by law or legal process;
- (c) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties;
- (d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement;
- (e) by Purchasers, to potential purchasers or licensees of the Patent Rights;

**6.5 Notices:** All notices given hereunder will be given in writing (in English or with an English translation), and will be delivered to the address set forth on the signature page to this Agreement by personal delivery or delivery postage prepaid by an internationally-recognized express courier service. Notices are deemed given on the date of receipt if delivered personally or by express courier, or if delivery refused, the date of refusal. Notice given in any other manner will be deemed to have been given only if and when received at the address of the Party to be notified. Either Party may from time to time change its address for notices under this Agreement by giving the other Party written notice of such change.

**6.6 Relationship of Parties:** Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Parties. Neither Party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

**6.7 Severability:** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

**6.8 Waiver:** Failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

**6.9 Governing Law:** This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the Commonwealth of Massachusetts.

**6.10 Entire Agreement:** The Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions. Neither of the Parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. No oral explanation or oral information by either Party hereto will alter the meaning or interpretation of this Agreement. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement.

**6.11 Amendments:** No amendments or modifications will be effective unless in writing signed by authorized representatives of both Parties.

**6.12 Headings:** The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.


**6.13 Severability:** Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction.

**6.14 No Rights in Third Parties:** The Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any Party), and no action may be commenced or prosecuted against a Party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement.

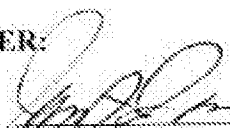
**6.15 Counterparts:** This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures each of the Parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.


**PURCHASERS:**

By:   
Name: Terry [redacted]  
Title: [redacted]

**SELLER:**

By:   
Name: JAMES [redacted]  
Title: INVENTOR

**PURCHASERS**

By:   
Name: Rajiv Singal  
Title: [redacted]