

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4883122

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	3RD BRAND PTE. LTD	01/15/2018
RECEIVING PARTY DATA		
Name:	PHENIX INVESTMENT MANAGEMENT LTD	
Street Address:	3RD FLOOR J & C BUILDING	
Internal Address:	P.O. BOX 362	
City:	ROAD TOWN	
State/Country:	VIRGIN ISLANDS, BRITISH	
Postal Code:	VG1110	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	12866021
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:	2036590388	
Email:	ziplaw@gziplaw.com	
Correspondent Name:	ZIEGLER IP LAW GROUP LLC	
Address Line 1:	55 GREENS FARMS ROAD	
Address Line 4:	WESTPORT, CONNECTICUT 06880	
ATTORNEY DOCKET NUMBER:	MDPX.4396.USU1	
NAME OF SUBMITTER:	GEZA C. ZIEGLER	
SIGNATURE:	/gcz44004/	
DATE SIGNED:	03/26/2018	
Total Attachments: 8		
source=Deed of Assignment of Patent- Signed and Notarized _15 Jan 2018#page1.tif		
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DEED OF ASSIGNMENT OF PATENT

This Deed of Assignment ("Deed") executed this 15th day of January 2018, by and between:

3RD BRAND PTE. LTD., (hereinafter referred to as the "*3rd Brand*"), a corporation duly organized and existing under and by virtue of the laws of the Singapore, with address 100 Beach Road #25-06 Shaw Towers, Singapore, represented herein by its Director, **Mr. Orlando B. Vea**;

-and-

PHENIX INVESTMENT MANAGEMENT LTD. (formerly known as KOLIPRI COMMUNICATIONS LTD.), (hereinafter referred to as the ("Assignee"), a corporation duly organized and existing in accordance with and by virtue of the laws of British Virgin Islands, with principal office address at 3rd Floor J & C Building, P.O. Box 362, Road Town Tortola, VG1110, British Virgin Islands, represented herein by its Director, **Mr. Jarmo Rainer Leinonen**.

WITNESSETH:

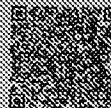
WHEREAS, 3RD BRAND is the absolute owner of all patents and patent applications listed in Annex A ("Patents") of this Deed;

WHEREAS, 3RD BRAND desires to assign the Patents to ASSIGNEE as part of the consideration for the transfer of 15,000 3rd Brand Pte. Ltd. shares owned by ASSIGNEE to Voyager Innovations Holdings Pte. Ltd. in the Deed of Sale of Shares dated 15 January 2018;

WHEREAS, 3RD BRAND desires to transfer, assign and convey to the ASSIGNEE all of its rights, interests and obligations in the Patents, and the ASSIGNEE hereby accepts said transfer, assignment and conveyance, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the foregoing premises, 3RD BRAND and the ASSIGNEE (each a "Party" and together the "Parties"), agree as follows:

I. ASSIGNMENT



- 1.1 Effective 15 January 2018 ("Effective Date"), 3RD BRAND hereby transfers, assigns and conveys to ASSIGNEE, and the ASSIGNEE hereby accepts the transfer, assignment and conveyance in its favor of all of the 3RD BRAND's rights, interests and obligations in the Patents. The assignment includes, without limitation, the entire right, title and interest in and to the Patents and any divisions, continuations, continuations-in-part, requests for continuing examinations, renewals, reissues, reexaminations, patent cooperation treaty equivalents and foreign counterparts and extensions thereof, including all patents for which any of the Patents directly or indirectly forms a basis for priority. The foregoing assignment is made without any recourse whatsoever to 3RD BRAND and without any representations and warranties, express or implied, of any nature whatsoever.
- 1.2 Any and all amounts payable or receivable by 3RD BRAND in connection with the Patents prior years up to the Effective Date shall be for the account of and paid by or received by 3RD BRAND. After the Effective Date, any and all amounts payable or receivable in connection with the Patents shall be for the account of and payable by or receivable by the ASSIGNEE, including penalties, if any. For avoidance of doubt, 3RD BRAND shall pay any and all amounts payable to patent agents and other advisors of 3RD BRAND for services and work carried until the Effective Date, and the assignment hereunder does not include transfer of engagement of patent agents or other service providers used by 3RD BRAND with respect to the Patents.
- 1.3 3RD BRAND undertakes to communicate to the Assignee any and all facts known to it respecting the Patents and deliver all documentation pertaining to the Patents, including all assignments and agreements with the inventors of the Patents and all communications (whether in paper or email) with the patent authorities and patent agents used by 3RD BRAND. Further, 3RD BRAND undertakes to sign and have signed by relevant persons all lawful papers, execute and deliver all papers and take any actions that may be necessary or desirable to perfect the title to any of the aforesaid Patents, execute all divisions, continuations, reexaminations, reissues, substitutes and other required applications. Further, 3RD BRAND undertakes to assist the Assignee, at the Assignee's request and cost, to obtain and enforce proper patent protection for said Patents in all countries until 180 days after the Effective Date.
- 1.4 Other than the aforesaid, 3RD BRAND shall have no further duties or obligations with respect to, and shall have no further interest in, the Patents from and after the Effective Date.

2. PURCHASE PRICE



In consideration for the terms set forth in this Deed, the ASSIGNEE shall pay 3RD BRAND the purchase price amounting to One Singapore Dollar (SGD 1.0) (the "Purchase Price") in immediately available funds in cash or wire transfer to the account designated by 3RD BRAND. The Purchase Price shall be due and demandable on the Effective Date.

3. **INDEMNIFICATION**

The ASSIGNEE shall indemnify and keep 3RD BRAND free and harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature in connection with the ownership of arising of the Patents on or after the Effective Date.

4. **BINDING EFFECT**

This Deed shall be binding upon the respective successors and assigns of the Parties. The Parties shall take all such actions and execute all such additional agreements and documents as may be necessary to implement the provisions of this Deed.

5. **GOVERNING LAW/VENUE OF SUIT**

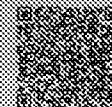
This Deed shall be governed by and construed in accordance with the laws of the Republic of Singapore. Any dispute or claim arising from or in connection with this Deed shall be settled amicably by negotiation between the Parties, failing which, such dispute or claim shall be brought before a court of competent jurisdiction in Singapore.

6. **SEVERABILITY**

If any of the provisions contained in this Deed shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. In such an event, the Parties shall consult each other as to the manner in which their original intention and purposes can be fulfilled as closely as possible, and they will amend this Deed accordingly.

7. **COUNTERPARTS**

This Deed may be executed in two or more counterparts all of which shall be considered an original.



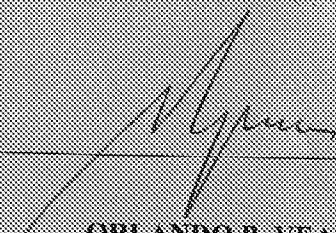
IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to sign this Deed at the place and as of the date first above-written.

3RD BRAND PTE. LTD.

PHENIX INVESTMENT
MANAGEMENT LTD (FORMERLY
KOLIPRI COMMUNICATIONS LTD.

By:

By:

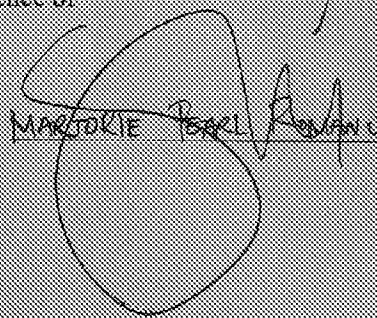

ORLANDO B. VEA

Director


JARMO RAINER LEINONEN

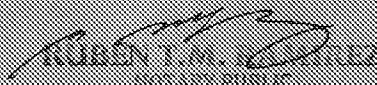
Director

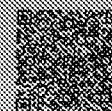
Signed in the Presence of


MARTOKIE PEARL

NOTARY PUBLIC
JAN 25 2018
MAKATI CITY
exhibited to me
signed at

DOL. NO. 64
Page No. 14
Book No. 070
Series of 23/8


RUBEN L.M. RAMIREZ
NOTARY PUBLIC
IBITL DEC 31, 2019
IBP NO. 2019001112-17 CY 2019
EOL NO. 2019001112-17/6-13-17
PTE NO. 2019001112-17-18 OCT 1-0. M-127
2100 E. PASADENA BL. MAKATI CITY



ANNEX A LIST OF PATENTS

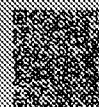
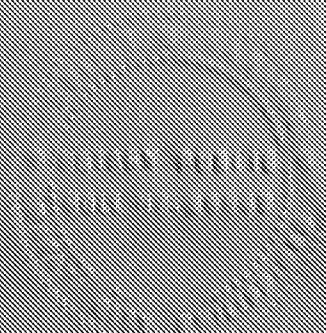
EXTENDED MESSAGING PLATFORM

APPL NO/ DATE	COUNTRY	GRANT NO/DATE	PRIORITY NO/ DATE	STATUS	INTL APPL NO/ DATE	PUBLICATION NO/ DATE	NOTICE OF ACCEPTANCE	NP ENTRY DATE
12/866 025 30-Jun-2009	United States of America	US 9,237,428 B2 12-Jan-2016	200805072-6 04-Jul-2008	Granted (Live)	PCT/ SG2009/000238 30-Jun-2009	US-2010-0325470 A1 23-Dec-2010	02-Sep-2015	12/866 025 03-Aug-2010
09773867.8 30-Jun-2009	Europe	EP2297645 02-Mar-2016	200805072-6 04-Jul-2008	Granted (Live)	PCT/ SG2009/000238 30-Jun-2009	2297645 23-Mar-2011	04-Feb-2016	2297645 03-Aug-2010
200980101118 0 30-Jun-2009	China	ZL 200980101118.9 17-Jun-2015	200805072-6 04-Jul-2008	Granted (Live)	PCT/ SG2009/000238 30-Jun-2009	CN 102027461A 20-Apr-2011	02-Mar-2015	ZL 20098010111 8.0 26-May-2010
201003255-6 30-Jun-2009	Singapore	161445 14-Jan-2011	200805072-6 04-Jul-2008	Granted (Live)	PCT/ SG2009/000238 30-Jun-2009			201003255-6 07-May-2010
2011-616229 30-Jun-2009	Japan	5246332 19-Apr-2013	200805072-6 04-Jul-2008	Granted (Live)	PCT/ SG2009/000238 30-Jun-2009	2011-527467 27-Oct-2011	12-Mar-2013	2011-616229 27-May-2010
11108942.9 30-Jun-2009	Hong kong	HK1155237 19-Feb-2016	200605072-6 04-Jul-2008	Granted (Live)		1155237B 19-Feb-2016		
09773867.8 30-Jun-2009	United Kingdom	EP2297645 02-Mar-2016		Granted (Live)				
09773867.8 30-Jun-2009	Ireland	EP2297645 02-Mar-2016		Granted (Live)				
09773867.8 30-Jun-2009	Luxembourg	EP2297645 02-Mar-2016		Granted (Live)				
09773867.8 30-Jun-2009	Monaco	EP2297645 02-Mar-2016		Granted (Live)				
09773867.8 30-Jun-2009	Turkey	EP2297645 02-Mar-2016		Granted (Live)				
09773867.8 30-Jun-2009	Spain	EP2297645 02-Mar-2016		Granted (Live)				
09773867.8 30-Jun-2009	France	EP2297645 02-Mar-2016		Granted (Live)				
09773867.8 30-Jun-2009	Germany Federal Republic	EP2297645 02-Mar-2016		Granted (Live)				
09773867.8 30-Jun-2009	Italy	EP2297645 02-Mar-2016		Granted (Live)				
1/2010/501583 30-Jun-2009	Philippines		200605072-6 04-Jul-2008	Filed (Live)	PCT/ SG2009/000238 30-Jun-2009			



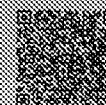
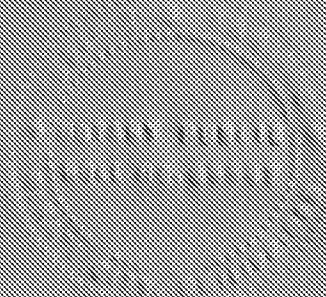
NETWORK MONITORING AND ANALYSIS TOOL

APPL NO/DATE	COUNTRY	GRANT NO/DATE	PRIORITY NO/DATE	STATUS	INTL APPL NO/DATE	PUBLICATION NO/DATE	NP ENTRY DATE
201080042477.8 07-Sep-2010	China	ZL 201080042477.6 12-Sep-2017	200906354-6 24-Sep-2009	Granted (Live)	PCT/ SG2010/000330 07-Sep-2010	CN102668455A 12-Sep-2012	201080042477 6 23-Mar-2012
10819126.3 07-Sep-2010	Europe	2481188 05-Apr-2017	200906354-6 24-Sep-2009	Granted (Live)	PCT/ SG2010/000330 07-Sep-2010	EP2481188A0 01-Aug-2012	10819126.3 28-Mar-2012
12108878.6 07-Sep-2010	Hong kong		200906354-6 24-Sep-2009	Filed (Live)		HK1170344 22-Feb-2013	
2012-530847 07-Sep-2010	Japan	5534480 09-May-2014	200906354-6 24-Sep-2009	Granted (Live)	PCT/ SG2010/000330 07-Sep-2010	2013-506341 21-Feb-2013	2012-530847 23-Mar-2012
1-2012-500594 07-Sep-2010	Philippines		200906354-6 24-Sep-2009	Filed (Live)	PCT/ SG2010/000330 07-Sep-2010		1-2012-500594
201202140-8 07-Sep-2010	Singapore	179275 29-Jun-2012	200906354-6 24-Sep-2009	Granted (Live)	PCT/ SG2010/000330 07-Sep-2010		201202140-8 23-Mar-2012
13/886,640 07-Sep-2010	United States of America	9,789,678 B2 19-Sep-2017	200906354-6 24-Sep-2009	Granted (Live)		US-2013-0242752-A1 19-Sep-2013	
10819126.3 07-Sep-2010	United Kingdom	EP2481188 05-Apr-2017	200906354-6 24-Sep-2009	Granted (Live)		EP2481188A0 01-Aug-2012	10819126.3 28-Mar-2012
10819126.3 07-Sep-2010	France	2481188 05-Apr-2017	200906354-6 24-Sep-2009	Granted (Live)		EP2481188A0 01-Aug-2012	10819126.3 28-Mar-2012
10819126.3 07-Sep-2010	Germany, Federal Republic	2481188 05-Apr-2017	200906354-6 24-Sep-2009	Granted (Live)		EP2481188A0 01-Aug-2012	10819126.3 28-Mar-2012



SYSTEM AND METHOD FOR FACILITATING THE GROWTH OF A MOBILE COMMUNITY

APPL NO/DATE	COUNTRY	GRANT NO/DATE	PRIORITY NO/ DATE	STATUS	INTL APPL NO/ DATE	PUBLICATION NO/ DATE	NP ENTRY DATE
09773868.6 02-Jul-2009	Europe		2008050676 04-Jul-2008	Published (Live)	PCT/ SG2009/000240 02-Jul-2009	2297983 23-Mar-2011	09773868.6 05-Aug-2010
12/866.021 02-Jul-2009	United States of America		2008050676 04-Jul-2008	Published (Live)	PCT/ SG2009/000240 02-Jul-2009	2010-0317322 18-Dec-2010	12/866.021 03-Aug-2010
200980101326.0 02-Jul-2009	China	ZL200980101326.0 09-Sep-2015	2008050676 04-Jul-2008	Granted (Live)	PCT/ SG2009/000240 02-Jul-2009	CN101897204A 24-Nov-2010	200980101326.0 10-Jun-2010
201003228-2 02-Jul-2009	Singapore	161426 31-Jan-2011	2008050676 04-Jul-2008	Granted (Live)	PCT/ SG2009/000240 02-Jul-2009		201003228-2 06-May-2010
2011-516230 02-Jul-2009	Japan	5360781 13-Sep-2013	2008050676 04-Jul-2008	Granted (Live)	PCT/ SG2009/000240 02-Jul-2009	2011-527140 23-Oct-2011	2011-516230 06-Jul-2010
12010501582 02-Jul-2009	Philippines		2008050676 04-Jul-2008	Filed (Live)	PCT/ SG2009/000240 02-Jul-2009		12010501582 13-Jul-2010
11104219.4 27-Apr-2011	Hong kong	HK1150112 22-Apr-2016	2008050676 04-Jul-2008	Granted (Live)		1150112A 28-Oct-2011	



MESSAGE ROUTING PLATFORM

APPL NO/DATE	COUNTRY	GRANT NO/DATE	PRIORITY NO/DATE	STATUS	INTL APPL NO/DATE	PUBLICATION NO/DATE	NOTICE OF ACCEPTANCE	NP ENTRY DATE
13055824 25-Jul-2009	United States of America	6,796,001-62 05-Aug-2014	200805997-4 13-Aug-2008	Granted (Live)	PCT/SG2009/000266 29-Jul-2009	US 2012/0002601 A1 05-Jan-2012	17-Apr-2014	13055824 25-Jan-2011
09806926.3 29-Jul-2009	Europe	EP2316205 06-Jan-2016	200805997-4 13-Aug-2008	Granted (Live)	PCT/SG2009/000266 29-Jul-2009	2316205 04-May-2011	31-Jul-2013	09806926.3 10-Jan-2011
200980131547.2 29-Jul-2009	China	ZL 200980131547.2 08-May-2014	200805997-4 13-Aug-2008	Granted (Live)	PCT/SG2009/000266 29-Jul-2009	CN102/124/T02A 13-Jul-2011	07-Jan-2014	200980131547.2 12-Feb-2011
201100609-5 29-Jul-2009	Singapore	168375 15-Jun-2011	200805997-4 13-Aug-2008	Granted (Live)	PCT/SG2009/000266 29-Jul-2009			200980131547.2 27-Jan-2011
2011-622941 29-Jul-2009	Japan	5441041 27-Dec-2013	200805997-4 13-Aug-2008	Granted (Live)	PCT/SG2009/000266 29-Jul-2009	2011-530953 22-Dec-2011	19-Nov-2013	2011-622941 03-Feb-2011
PCT/SG2009/000266 29-Jul-2009	Hong kong	HK1157986 05-Sep-2014	200805997-4 13-Aug-2008	Granted (Live)		1157986B 05-Nov-2011		
1/2011/500258 29-Jul-2009	Philippines		200805997-4 13-Aug-2008	Filed (Live)	PCT/SG2009/000266 29-Jul-2009			1/2011/500258 07-Jul-2011
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09806926.3 29-Jul-2009	Ireland	EP2316205 06-Jan-2016		Granted (Live)				
09806926.3 29-Jul-2009	Luxembourg	EP2316205 06-Jan-2016		Granted (Live)				
09806926.3 29-Jul-2009	Monaco	EP2316205 06-Jan-2016		Granted (Live)				
09806926.3 29-Jul-2009	Turkey	EP2316205 06-Jan-2016		Granted (Live)		2316205 04-May-2011		
09806926.3 29-Jul-2009	Spain	EP2316205 06-Jan-2016		Granted (Live)				
09806926.3 29-Jul-2009	France	EP2316205 06-Jan-2016		Granted (Live)				
09806926.3 29-Jul-2009	Germany, Federal Republic	EP2316205 24-Jan-2016		Granted (Live)				
09806926.3 29-Jul-2009	Italy	EP2316205 06-Jan-2016		Granted (Live)				

