

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4997022

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TANDEMLAUNCH INC.	10/31/2016
RECEIVING PARTY DATA	
Name:	AERIAL TECHNOLOGIES INC.
Street Address:	420 NOTRE DAME WEST
Internal Address:	SUITE 360
City:	MONTREAL
State/Country:	CANADA
Postal Code:	H2Y 1V3
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16002944
CORRESPONDENCE DATA	
Fax Number:	(416)863-2653
<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:	416.863.2400
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Correspondent Name:	BLAKE, CASSELS & GRAYDON LLP - B. SLANEY
Address Line 1:	COMMERCE COURT WEST
Address Line 2:	199 BAY STREET, SUITE 4000
Address Line 4:	TORONTO, CANADA M5L 1A9
ATTORNEY DOCKET NUMBER:	15461/00004
NAME OF SUBMITTER:	JUDITH MARTIN
SIGNATURE:	/Judith Martin/
DATE SIGNED:	06/07/2018
Total Attachments: 5	
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ASSIGNMENT AGREEMENT

THIS AGREEMENT dated the 31st day of October, 2016 (the "**Effective Date**")

BETWEEN:

TANDEMLAUNCH INC., a corporation duly incorporated under the laws of Canada, having an address at 780 AV Brewster, Suite RC-016, Montreal, Quebec H4C 2K1;
(hereinafter referred to as the "**Assignor**")

AND:

AERIAL TECHNOLOGIES INC., a corporation duly incorporated under the laws of Canada, having an address at 780 AV Brewster, Suite RC-016, Montreal, Quebec H4C 2K1;
(hereinafter referred to as "**Company**")

WHEREAS

- A. The Assignor entered into an Incubation Agreement dated August 1, 2015 (the "**Incubation Agreement**") under which it undertook to assign the intellectual property rights it holds in certain Technology (as more fully defined herein) upon the issuance of equity in the Company under conditions set out in the Incubation Agreement;
- B. Concurrently with the execution of this Agreement on the Effective Date, the Assignor and the Company have entered into a contributor share agreement (the "**CSA**") whereby the Company issued to the Assignor 443,376 common shares in the capital of the Company and a non-interest bearing promissory note payable on demand and convertible into 42,640 common shares in the capital of the Company (the "**Consideration Shares and Note**"); and
- C. The Assignor wishes to assign to the Company the Intellectual Property rights it holds in the Technology as of the Effective Date, as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DEFINITIONS

Unless the context dictates otherwise, in this Agreement, the following terms shall have the meanings ascribed to them below:

- 1.1 **"Intellectual Property"** shall mean intellectual property rights, including but not limited to copyrights, moral rights, patents, database rights, trade marks, designs and design rights (registered and unregistered), utility models, supplementary protection certificates and all rights of a similar nature sought in any part of the world, and applications and the right to apply for registration of any intellectual property rights.
- 1.2 **"Technology"** means the Intellectual Property listed or referred to in Schedule "A" including, without limitation all related research, data, test results, specifications, instructions, manuals, papers or other related materials of any nature at all, whether written or otherwise.

2. ASSIGNMENT

- 2.1 **Assignment.** In consideration of the issuance of the Consideration Shares and Note by the Company to the Assignor pursuant to the CSA, the Assignor hereby assigns, transfers and sets over to the Company any and all right, title and interest that it has in or to the Technology.
- 2.2 **Further Actions.** Upon the request from time to time of the Company, the Assignor shall execute all such conveyances, transfers, assignments, notices and other documents as, in the reasonable opinion of the Company, may be necessary to effectively vest title to the Technology in the Company.
- 2.3 **Representation and Warranties.** Each party hereto represents and warrants to the other party that it is a public or private corporation duly organized, existing, and in good standing under the laws of its incorporation and has the power, authority, and capacity to enter into this Agreement and to carry out the transactions contemplated by this Agreement.

3. GENERAL


- 3.1 **Governing Law.** This Agreement is governed by, and will be construed in accordance with, the laws of the Province of Quebec and the laws of Canada in force in that province, without regard to its conflict of law rules. The parties hereto agree that by executing this Agreement, they have attorned to the exclusive jurisdiction of the courts of the Province of Quebec.
- 3.2 **No Partnership.** Nothing contained in this agreement is to be deemed or construed to create between the parties a partnership or joint venture. No party has the authority to act on behalf of any other

party, or to commit any other party in any manner at all or cause any other party's name to be used in any way not specifically authorized by this agreement.


- 3.3 **Marketing.** Company shall not use the Assignor's name or any of the Assignor's trade-marks without the prior written consent of the Assignor.
- 3.4 **Survival.** Sections 2.2, 3.1, 3.3 and 3.4 of this Agreement shall survive its termination for any reason.
- 3.5 **Miscellaneous.** Time is of the essence of this Agreement. Subject to the limitations in this Agreement, this Agreement operates for the benefit of and is binding on the parties and their respective successors and permitted assigns. No condoning, excusing or overlooking by any party of any default, breach or non-observance by any other party at any time or times regarding any terms of this Agreement operates as a waiver of that party's rights under this Agreement. A waiver of any term, or right under, this Agreement will be in writing signed by the party entitled to the benefit of that term or right, and is effective only to the extent set out in the written waiver. No exercise of a specific right or remedy by any party precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity. Unless specifically stated, all amounts are in Canadian dollars. All terms which require performance by the parties after the expiry or termination of this Agreement, will remain in force despite this Agreement's expiry or termination for any reason.
- 3.6 **Language.** The parties hereto have expressly requested that this Agreement and all documents related thereto be drafted in English. *Les parties aux présentes ont expressément requis que la présente convention et tous les documents y afférents soient rédigés en langue anglaise.*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

TANDEMLAUNCH INC.

By: 
Name: Helge Seetzen
Title: President

AERIAL TECHNOLOGIES INC.

By: 
Name: Elie Daher
Title: CFO

SCHEDULE "A"

Patents and Technology

Provisional Patent Application No. 62/291,238: For: SYSTEMS AND METHODS FOR SENSING AN ENVIRONMENT WITH WIRELESS COMMUNICATION SIGNALS.

Provisional Patent Application No. 62/387,174: For: SYSTEM, METHOD AND APPARATUS FOR SENSING CHANGES IN AN ENVIRONMENT USING WIRELESS COMMUNICATION SIGNALS

Provisional Patent Application No. 62/342,217: For: SYSTEM AND METHODS FOR SMART INTRUSION DETECTION USING WIRELESS SIGNALS AND ARTIFICIAL INTELLIGENCE.

Provisional Patent Application No. 62/326,231: For: DEVICE-FREE SUBJECT LOCALIZATION METHODS AND SYSTEMS USING WIRELESS SIGNALS

All technologies and related research by Michel Allegue Martinez, Negar Ghourchian, Xi Chen, Yi Gao, Xue Liu and Doina Precup, or derived from said work, in the general areas of wireless communications, machine learning, digital signal processing, channel state information (CSI) for activity recognition, optimal Wi-Fi network architectures for activity recognition, and their applications.

Specifically, this includes, but is not limited to, all their existing and ongoing research, on or in the general areas of:

- 1) Device-oriented and device-free human activity recognition
- 2) Device-free human breathing rate detection
- 3) Device-oriented and device-free user identification
- 4) Device-free pets modeling

And all work derived or partially derived from, or improvements upon, said research.