

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4998230

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ACD SYSTEMS INTERNATIONAL INC.	05/25/2018
RECEIVING PARTY DATA		
Name:	CANVAS GFX LTD.	
Street Address:	1250, 639 5TH AVENUE S.W.	
City:	CALGARY, ALBERTA	
State/Country:	CANADA	
Postal Code:	T2P 0M9	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	10880940	
Application Number:	10881650	
Application Number:	12966982	
Application Number:	14042152	
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<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:	202-842-7800	
Email:	tkaras@cooley.com, zPatDCDocketing@cooley.com	
Correspondent Name:	COOLEY LLP	
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW, SUITE 700	
Address Line 4:	WASHINGTON, D.C. 20004-2400	
ATTORNEY DOCKET NUMBER:	334175-100	
NAME OF SUBMITTER:	JUSTIN J LEISEY	
SIGNATURE:	/Justin J Leisey/	
DATE SIGNED:	06/08/2018	
Total Attachments: 4		
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SCHEDULE "B"

PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** ("Agreement" or "Assignment Agreement") is made and entered into as of the Effective Date by and between ACD SYSTEMS INTERNATIONAL INC., with an address at #129, 1335 Bear Mountain Parkway, Victoria, B.C. V9B 6T9 ("ACD" and "Assignor"), and CANVAS GFX LTD., with an address at 1250, 639 – 5th Avenue S.W., Calgary, Alberta, Canada T2P 0M9 ("Assignee").

RECITALS

WHEREAS, this Agreement is made and delivered pursuant to an Asset Purchase Agreement between the parties, which requires the grant, delivery and execution of this Patent Assignment Agreement upon the Assignor's request to the Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment and Assumption.** Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee hereby purchases, acquires, accepts and assumes from Assignor, all of Seller's worldwide right, title and interest in, to and under all "**Assigned Patent Applications**," including, without limitation, (i) the Patent Applications identified on Exhibit A attached hereto and any and all issued patent rights or derivations issuing or arising therefrom, (ii) all rights to obtain renewals, extensions, continuations, continuations-in-part, reissues, divisions or similar legal protections claiming priority from, or directly related to, the Assigned Patent Applications or any and all issued patent rights or derivations issuing or arising therefrom, (iii) all applications, certificates, issued patents, files, recordings, licenses, approvals and registrations and other agreements relating directly to any of the Assigned Patent Applications or any and all issued patent rights or derivations issuing or arising therefrom, and (iv) all rights to sue and recover damages for infringement of any and all issued patent rights or derivations issuing or arising from the Assigned Patent Applications or any related patents, whether arising prior to or subsequent to the Effective Date, the same to be held and enjoyed by Assignee, its successors and assigns from and after the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made.

2. **Authorization.** Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign patent offices) to record this Agreement and transfer any Assigned Patent Applications (as well as any and all issued patent rights or derivations issuing or arising therefrom) to Assignee as assignee of Seller's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. **Governing Agreement.** This Agreement is executed and delivered pursuant to the Asset Purchase Agreement, which compels the Assignor to execute this Assignment Agreement upon request of the Assignee.

4. **Amendments.** This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.

5. **Further Assurances.** From and after the date hereof but subject to the terms and conditions hereof, Assignor shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.

6. **Binding Effect.** This Assignment Agreement is binding on all parties acquiring any assets or shares of ACD (or any third party acquiring those subsequently acquired assets or shares).

7. **Governing Law.** All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta without giving effect to any choice or conflict of law provision or rule (whether of the Province of Alberta or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the Province of Alberta.


8. **Counterparts.** This Assignment Agreement may be executed in two (2) original, facsimile or electronic counterparts, each of which will be deemed an original, both of which when taken together will constitute one and the same instrument.

9. **Effective Date.** The Effective Date of this Agreement is the date signed and executed by the Assignor, as required upon receipt of the request specified in the Options Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR

ACD SYSTEMS INTERNATIONAL INC.

By: 

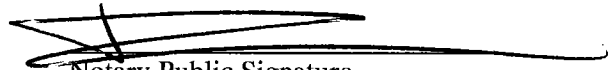
Name: Doug Vanderkerk

Position: CEO

ACKNOWLEDGMENT

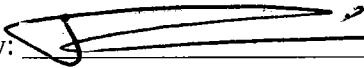
This instrument was acknowledged before me on May 25, 2018 by Doug Vanderkerk, on behalf of said corporation.

(seal/stamp)


Notary Public Signature

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNEE
CANVAS GFX LTD.

By: 

Name: Bryce C Tingle

Title: Chmr, Board of Directors

ACKNOWLEDGMENT

This instrument was acknowledged before me on June 6, 2018 by
Bryce Tingle, on behalf of said corporation.

(seal/stamp)


Notary Public Signature

Christopher D. Croteau
Barrister & Solicitor

EXHIBIT A**Patents**

BSTZ FILE #	TITLE	COUNTRY	APPLICATION #	FILING DATE	PATENT #	STATUS
6769P004EPD	MANAGEMENT OF MULTIPLE WINDOW PANELS WITH A GRAPHICAL USER INTERFACE	European Patent Office	13185626.2	Jun 29, 2005		Allowed
6769P004EP	MANAGEMENT OF MULTIPLE WINDOW PANELS WITH A GRAPHICAL USER INTERFACE	European Patent Office	05254080.4	Jun 29, 2005		Pending
6769P004HK	MANAGEMENT OF MULTIPLE WINDOW PANELS WITH A GRAPHICAL USER INTERFACE	Hong Kong	06107681.3	Jun 29, 2005		Pending
6769P003	COMPOSITION OF RASTER AND VECTOR GRAPHICS IN GEOGRAPHIC INFORMATION SYSTEMS	USA	10/880,940	Jun 29, 2004	7792331	Issued
6769P004	MANAGEMENT OF MULTIPLE WINDOW PANELS WITH A GRAPHICAL USER INTERFACE	USA	10/881,650	Jun 29, 2004	8046712	Issued
6769P004D	MANAGEMENT OF MULTIPLE WINDOW PANELS WITH A GRAPHICAL USER INTERFACE	USA	12/966,982	Dec 13, 2010	8615718	Issued
6769P004D2	CONTEXT-SENSITIVE DISPLAY BAR	USA	14/042,152	Sep 30, 2013	9563332	Issued