## 505021864 07/26/2018

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5068612

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MICHAEL VARLEY	06/07/2018
TROY JACOB RONDA	06/11/2018
DMITRY BARINOV	06/07/2018
GREGORY HOWARD WOLFOND	06/11/2018
PIERRE ANTOINE ROBERGE	06/07/2018

#### RECEIVING PARTY DATA

Name:	SECUREKEY TECHNOLOGIES INC.	
Street Address:	4101 YONGE ST., SUITE 501	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M2P 1N6	

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

Property Type	Number
Application Number:	15443400

### **CORRESPONDENCE DATA**

**Fax Number:** (441)636-1139

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.

**Phone:** 416-364-7311

**Email:** wdebicki@bereskinparr.com

Correspondent Name: BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.

Address Line 1: 40 KING STREET WEST

Address Line 2: 40TH FLOOR

Address Line 4: TORONTO, CANADA M5H 3Y2

Total Attachments: 5		
<b>DATE SIGNED:</b> 07/26/2018		
SIGNATURE:	/Paul R. Horbal, Reg. No. 67,334/	
NAME OF SUBMITTER:	PAUL R. HORBAL	
ATTORNEY DOCKET NUMBER:	20829-P50085US05	

Total Attachments: 5

source=P50085US05-Assignment-Declaration-signed#page1.tif source=P50085US05-Assignment-Declaration-signed#page2.tif source=P50085US05-Assignment-Declaration-signed#page3.tif source=P50085US05-Assignment-Declaration-signed#page4.tif source=P50085US05-Assignment-Declaration-signed#page5.tif

# ASSIGNMENT/DECLARATION

WHEREAS (1) Michael Varley; (2) Troy Jacob Ronda; (3) Dmitry Barinov; (4) Gregory Howard Wolfond; and (5) Pierre Antoine Roberge, whose full post office addresses are, respectively, (1) 36 Broadbridge Drive, Toronto, Ontario, M1C 3J9, Canada; (2) 142 Morrison Avenue, Toronto, Ontario, M6E 1M4, Canada; (3) 77 Ellsworth Avenue, Richmond Hill, Ontario, L4C 9N7, Canada; (4) 49 Highland Crescent, Toronto, Ontario, M2L 1G7, Canada; and (5) 20 Woburn Avenue, Toronto, Ontario, M5M 1K6, Canada, (hereinafter collectively "the Assignors") are the inventors of an invention disclosed in United State Patent Application No. 15/443,400 entitled SYSTEMS AND METHODS FOR DISTRIBUTED DATA SHARING WITH ASYNCHRONOUS THIRD-PARTY ATTESTATION, filed February 27, 2017 (hereinafter "the Application"), which claims priority from United States Provisional Patent Application No. 62/301,129, filed on February 29, 2016, and United States Provisional Patent Application No. 62/342,277 filed May 27, 2016;

AND WHEREAS, SecureKey Technologies Inc., whose full post office address is 4101 Yonge St., Suite 501, Toronto, Ontario, M2P 1N6, Canada, (hereinafter "the Assignee"), has acquired from the Assignors, their entire right, title and interest in and to the invention, in all countries of the world, including their rights to the Application, and all related applications and patents thereon, including any and all, international, national and regional phase applications based on the Application, and other counterpart applications in all countries, and any and all substitutes, divisionals, continuations and continuations-in-part, and any Letters Patent that may be obtained therefor, and in any and all reissues, extensions, renewals and reexaminations of such applications and patents, including the right to claim priority to the Application, and to all related applications and patents thereon filed by the Assignors or Assignee, including the benefit of any right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may

henceforth be substituted for it, and the benefit of any right of priority provided by any convention or treaty under domestic or foreign law, and to invoke and claim any such right of priority without further written or oral authorization from the Assignors;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Assignors hereby sell and assign, transfer and set over to the Assignee, all their right, title and interest for Canada, the United States of America, its territories, dependencies and possessions, and for all other countries in the world, in and to the invention, including their rights to the Application, and all related applications and patents thereon, including the right to claim priority to the Application and to all related applications and patents thereon, to be held and enjoyed by the Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by them, had this Assignment not been made.

The Assignors hereby confirm that the Application was made or was authorized to be made by themselves and that they believe themselves to be the original inventors or joint inventors of a claimed invention in the Application.

The Assignors shall without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain the Application for the invention, and all related applications and patents thereon, in any and all countries, and to vest title thereto in the Assignee, its successors, assigns and legal representatives or nominees.

The Assignors authorize and empower Bereskin & Parr LLP/S.E.N.C.R.L., s.r.l., whose complete address is Scotia Plaza, 40 King Street West, 40th Floor, Toronto, Ontario M5H 3Y2, to insert on this Assignment any further identification, to prepare any translation which may be necessary or desirable in order to

comply with the rules for recordation of this document in any country and to correct any clerical error in this assignment.

The Commissioner of Patents & Trademarks is hereby authorized and requested to issue any Letters Patent for the Application, and all related applications thereon, to the Assignee, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment and sale not been made.

If a provision of this Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Assignment, or the validity or enforceability in other jurisdictions of that or any other provision of this Assignment.

The Assignors hereby acknowledge that any willful false statement made in this assignment/declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both,

For the purpose of all legal proceedings this Assignment will be deemed to have been performed in the Province of Ontario and will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Parties confirm their express wish that this Assignment be drawn up in the English language. Les parties confirment leur volonté expresse que cette cession soit rédigée en langue anglaise.

3

[signature pages follow]

SIGNED this 7 day of 50mm	
Mitness Name: Gordon Acland (Print and Sign)	Michael Varley
SIGNED this <u>II day of ゴット</u>	
Witness Name: Gordon Acknowl (Print and Sign)	Troy Jacob Ronda
SIGNED this Zday of June	<u> </u>
Josh Adway S Witness Name: Gordon Adways (Print and Sign)	Dmitry Barinov
SIGNED thisday of	_, 2018, at
Witness Name: Gordon Nelling J (Print and Sign)	Gregory Howard Wolfond

4

SIGNED this Zhay of June	_, 2018, at <u>Toron to</u>
Witness Name: Gordon Tickroyd (Print and Sign)	Pierre Antoine Roberge
**** <del>******</del> ****	*************
SIGNED this 12th day of	f <u>June</u> , 2018, at
Witness Name: Locaire Balow (Print and Sign)	SecureKey Technologies, Inc. Name: Saime Shapino Title: President

5