

PATENT ASSIGNMENT COVER SHEET

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|---|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| PINO L BACINELLO | 10/03/2018 |
| RECEIVING PARTY DATA | |
| Name: | PINO BACINELLO BACI |
| Street Address: | 625 HOWE, 215 |
| City: | VANCOUVER |
| State/Country: | BRITISH COLUMBIA |
| Postal Code: | V6C 2T6 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 6414601 |
| CORRESPONDENCE DATA | |
| Fax Number: | (604)696-6119 |
| <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: | 7783299559 |
| Email: | pbacinello@pmabb.com |
| Correspondent Name: | PINO BACINELLO |
| Address Line 1: | 625 HOWE STREET SUITE 215 |
| Address Line 4: | VANCOUVER, CANADA V6C 2T6 |
| NAME OF SUBMITTER: | PINO L. BACINELLO |
| SIGNATURE: | /Pino L. Bacinello/ |
| DATE SIGNED: | 10/03/2018 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 3 | |
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| source=Mazoba-Softac-Termination-Agreement-8-30-FE-Highlighted#page2.tif | |
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AGREEMENT

This Agreement (the "Agreement") is executed on this 28th day of August 2018 in the Province of British Columbia, Canada.

BETWEEN:

MAZOBA HOLDINGS LTD. a British Columbia Corporation incorporated under the laws of British Columbia Canada, having a business address at 550 - 1090 West Pender Street, Vancouver BC Canada V6E 2N7, and hereinafter referred to as "MAZOBA"

AND

SOFTAC SYSTEMS LTD. a British Columbia Corporation incorporated under the laws of British Columbia, Canada, and Amalgamated on November 1, 2016 with 1090120 B.C. Ltd. having a registered office at 9259 Main Street, Chilliwack, British Columbia, Canada and operating from Unit 2, 7949 Venture Place Chilliwack British Columbia and hereinafter referred to as "SOFTAC"

WHEREAS:

By way of former agreements (the "Former Agreements"):

MAZOBA and SOFTAC entered into the following agreements:

1. March 2009 a 10 year Licensing Agreement (the "2009 Agreement");
2. August 2012 the Licensing Agreement was amended (the "2012 Agreement");
3. August 2016 a new Royalty fee Agreement that superseded the previous Licensing Agreement (the "2016 First Agreement");
4. November 1, 2016 Intellectual Property Assignment Agreement (the "2016 Second Agreement");
5. August 28, 2017 Royalty and Fee Licensing Agreement (the "2017 Agreement").

(The 2009 Agreement, the 2012 Agreement, the 2016 First Agreement, the 2016 Second Agreement and the 2017 Agreement collectively as the "Agreements")

AND WHEREAS:

SOFTAC has not been able to demonstrate a high level of sales effort in the sale of QuakeTrip and QuakeDetect or Seismic Product units (collectively the "Seismic Products") as defined in, and in accordance with, article 10 of the 2017 Agreement, and has elected to not further pursue the development, manufacturing, sales, distribution, marketing, or any other activity related to the Seismic Products and as such are desirous to terminate the relationship and all Agreements with MAZOBA under the herein terms and conditions.

NOWTHEREFORE:

In exchange for MAZOBA agreeing to terminate the Agreements with SOFTAC and the sum of \$10.00, and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Within 15 days of the execution of this Agreement, SOFTAC irrevocably agrees to:

- a) forego any and all interest in, and return, and waive all rights to any patents related to any of the Seismic Products and specifically the US Patent number 6,414,601 to MAZOBA and execute any documents or instruments reasonably required to affect same;
 - b) make available and transfer to MAZOBA any and all drawings, research, information, data, business plans, client lists, target lists, contacts, certification applications, data, and actual certifications including but not limited to ISO, CSA, TUV and UL, designs, drawings, samples, complete and incomplete units, display units, components, parts, test results, build lists and components lists, schematics, user or any other manuals, urls and domain names, trademarks and names, web sites and any other intellectual property or rights and including any other materials whether tangible or intangible relating to, or used in, relationship to the Seismic Products.
 - c) Assure MAZOBA for a period of 5 years from the execution of this Agreement, SOFTAC or any of its principals, owners, or shareholders covenant to not engage in any business, or products or development, manufacturing or marketing thereof, or provide any service that is directly or indirectly competitive with the business, products or services of MAZOBA or its Seismic Products and hereby agrees that such restrictions of non-compete are reasonable and essential to MAZOBA' granting of this Agreement.
- 2. Upon execution of this Agreement by the parties and MAZOBA being satisfied it has received all articulated under 1. a) and 1. b) above, Mazoba will release SOFTAC from its obligations under the Agreements and release SOFTAC from the obligations under the Agreements.
 - 3. SOFTAC shall hold MAZOBA, its heirs, and its principals, officers, shareholders and agents or representatives harmless and indemnify all for any and all activities related to the Seismic Products prior to the execution and validity of this Agreement.
 - 4. MAZOBA shall hold SOFTAC, its heirs, its principals, officers, shareholders and agents or representatives harmless and indemnify SOFTAC for any and all activities related to the Seismic Products including any and all support or warranties from the date of execution and validity of this Agreement.
 - 5. All costs and expenses incurred in connection with the preparation or execution of this Agreement and the transactions or activities contemplated by this Agreement shall be paid for by the party incurring such expenses.
 - 6. This Agreement and each of the terms and provisions hereof shall endure to the benefit of, and be binding upon the parties and their respective heirs, administrators, personal representatives, successors and assigns.
 - 7. This Agreement will be interpreted neutrally, without regard to the party drafting this Agreement.
 - 8. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the country of Canada and the parties submit and attorn to its jurisdiction.
 - 9. If a court or other tribunal of competent jurisdiction determines that any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, in any jurisdiction, the validity, legality and enforceability of such provision, or provisions, shall not in any way be affected or impaired thereby in any other jurisdiction, and the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired thereby.
 - 10. This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements and understandings relating thereto, and whether oral or written, by and between, any of the parties with respect to each other, and to the subject matter hereof.

11. Time shall be of the essence hereof.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

FOR SOFTAC SYSTEMS LTD

By its authorized signatory.



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MARTEN VAN RUITENBURG

FOR MAZOBA HOLDINGS LTD

By its authorized signatories.



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PINO BACINELLO