

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5187746

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FTI CONSULTING, INC.	09/10/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NUIX NORTH AMERICA INC.
<b>Street Address:</b>	13755 SUNRISE VALLEY DR.
<b>City:</b>	HERNDON
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20171
<b>PROPERTY NUMBERS Total: 40</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8296290
Patent Number:	8515957
Patent Number:	8515958
Patent Number:	8572084
Patent Number:	8612446
Patent Number:	8635223
Patent Number:	8645378
Patent Number:	8713018
Patent Number:	8909640
Patent Number:	8909647
Patent Number:	9064008
Patent Number:	9165062
Patent Number:	9275344
Patent Number:	9336303
Patent Number:	9336496
Patent Number:	9489446
Patent Number:	9514219
Patent Number:	9542483
Patent Number:	9679049
Patent Number:	9773039

PATENT

Property Type	Number
Patent Number:	9898526
Application Number:	14171741
Application Number:	14252688
Application Number:	14746725
Application Number:	15150382
Application Number:	15345471
Application Number:	15369632
Application Number:	15612412
Application Number:	15620689
Application Number:	15715025
Application Number:	15783818
Application Number:	15898199
Application Number:	61701538
Application Number:	62344986
Application Number:	62408728
Patent Number:	8984021
PCT Number:	US2010043292
PCT Number:	US2010043331
PCT Number:	US2017035790
PCT Number:	US2017056811

#### CORRESPONDENCE DATA

**Fax Number:** (617)856-8201

*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:** 617-856-8145

**Email:** docketing@brownrudnick.com

**Correspondent Name:** MARK S. LEONARDO

**Address Line 1:** BROWN RUDNICK LLP

**Address Line 2:** ONE FINANCIAL CENTER

**Address Line 4:** BOSTON, MASSACHUSETTS 02111

<b>ATTORNEY DOCKET NUMBER:</b>	27369/27
<b>NAME OF SUBMITTER:</b>	MARK S. LEONARDO
<b>SIGNATURE:</b>	/MARK S. LEONARDO/
<b>DATE SIGNED:</b>	10/15/2018

#### Total Attachments: 8

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**PATENT**

**REEL: 047163 FRAME: 0586**

## ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS (this “Assignment”) is entered into as of the 10<sup>th</sup> day of September, 2018 (the “Effective Date”), by and between FTI Consulting, Inc., a Maryland corporation (“Assignor”), and Nuix North America Inc., a Delaware corporation (“Assignee”).

**A.** Assignee and FTI Consulting Technology LLC, a wholly-owned subsidiary of Assignor, are parties to that certain Asset Purchase Agreement dated as of the Effective Date (the “Asset Purchase Agreement”).

**B.** Pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to acquire and accept from Assignor, all of Assignor’s right, title and interest in and to the patents and patent applications described on **Schedule A** hereto (the “Transferred Patents”) and all of the Assumed Liabilities associated therewith.

**C.** The Asset Purchase Agreement provides that as a condition to the consummation of the transactions contemplated thereby, the parties hereto shall execute and deliver this Assignment to the other parties hereto.

NOW, THEREFORE, in consideration of the transactions contemplated in the Asset Purchase Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms have the meanings set forth in the Asset Purchase Agreement.

2. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby receives, acquires, accepts and assumes (as applicable) from Assignor, all of Assignor’s right, title and interest in and under any and all of the following (collectively, the “Patent Rights”) and all the Assumed Liabilities associated therewith:

- (a) all Transferred Patents and their foreign counterparts;
- (b) all issuances, reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisionals, and registrations of any item in the foregoing category (a);
- (c) all rights accruing under any item in any of the foregoing categories (a) and (b) to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other international convention, treaty, agreement or understanding throughout the world;

(e) all claims and causes of action and other enforcement rights accruing under any item in any of the foregoing categories (a) through (c), to the extent arising or relating to actions or events following the Closing, including, without limitation, all claims and causes of action and other enforcement rights for (1) damages; (2) injunctive relief, and (3) any other remedies of any kind for past, current, and future infringement, misappropriation, violations, misuse, breach or default, including, without limitation, the right to sue and to collect or otherwise recover any such damages; and

(f) all rights to collect royalties, fees, income and other payments accruing under or on account of any item in any of the foregoing categories (a) through (c), in each case, to the extent arising or relating to actions or events following the Closing.

3. Authorization of Governmental Agencies. Assignor, on behalf of itself and its Affiliates, hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office and the officials of any other applicable patent office or governmental agency in any applicable jurisdiction to record and register this Assignment upon request of Assignee. Following the date hereof, upon Assignee's request and at Assignee's cost and expense, Assignor shall take, and shall cause its applicable Affiliates to take, such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Transferred Patents to Assignee or any successors and assigns thereto.

4. Miscellaneous. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the provisions of this Assignment shall be varied or terminated except by written agreement of the parties hereto. If any provisions of this Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Assignment shall not be affected thereby and each other term, covenant, condition, and provision shall be valid and enforceable to the fullest extent permitted by law. This Assignment may be signed in any number of counterparts (including counterparts delivered by facsimile or electronic transmission), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

5. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.

6. Governing Law. This Assignment shall be interpreted and construed in accordance with the laws of the State of Delaware. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Delaware, including its statutes of

limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Patent Rights to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

FTI CONSULTING INC

By: 

Name: Curtis Lu

Title: General Counsel

Signature Page to Patent Assignment

ASSIGNEE

NUIX NORTH AMERICA INC.

By: 

Name: Rod Vawdrey

Title: Chief Executive Officer



**SCHEDULE A**  
**Transferred Patents**

<b>Issuance/Registration/ Application Number</b>	<b>Owner</b>	<b>Jurisdiction</b>
2,763,239	FTI Consulting Inc.	Canada
2,772,082	FTI Consulting Inc.	Canada
2,773,159	FTI Consulting Inc.	Canada
2,773,194	FTI Consulting Inc.	Canada
2,773,198	FTI Consulting Inc.	Canada
2,773,219	FTI Consulting Inc.	Canada
2,773,220	FTI Consulting Inc.	Canada
2,773,263	FTI Consulting Inc.	Canada
2,773,317	FTI Consulting Inc.	Canada
2,773,319	FTI Consulting Inc.	Canada
2,789,010	FTI Consulting Inc.	Canada
10739780.4	FTI Consulting Inc.	EU
10739781.2	FTI Consulting Inc.	EU
10739786.1	FTI Consulting Inc.	EU
10739788.7	FTI Consulting Inc.	EU
10740799.1	FTI Consulting Inc.	EU
10740803.1	FTI Consulting Inc.	EU
10742351.9	FTI Consulting Inc.	EU
10747718.4	FTI Consulting Inc.	EU
PCT/US17/35790	FTI Consulting Inc.	Patent Cooperation Treaty
PCT/US17/56811	FTI Consulting Inc.	Patent Cooperation Treaty
PCT/US2010/043292	FTI Consulting Inc.	Patent Cooperation Treaty
PCT/US2010/043331	FTI Consulting Inc.	Patent Cooperation Treaty
8,296,290	FTI Consulting Inc.	United States
8,515,957	FTI Consulting Inc.	United States
8,515,958	FTI Consulting Inc.	United States
8,572,084	FTI Consulting Inc.	United States
8,612,446	FTI Consulting Inc.	United States
8,635,223	FTI Consulting Inc.	United States
8,635,223		United States
8,645,378	FTI Consulting Inc.	United States
8,713,018	FTI Consulting Inc.	United States
8,909,640	FTI Consulting Inc.	United States
8,909,647	FTI Consulting Inc.	United States

<b>Issuance/Registration/ Application Number</b>	<b>Owner</b>	<b>Jurisdiction</b>
9,064,008	FTI Consulting Inc.	United States
9,165,062	FTI Consulting Inc.	United States
9,275,344	FTI Consulting Inc.	United States
9,336,303	FTI Consulting Inc.	United States
9,336,496	FTI Consulting Inc.	United States
9,489,446	FTI Consulting Inc.	United States
9,514,219	FTI Consulting Inc.	United States
9,542,483	FTI Consulting Inc.	United States
9,679,049	FTI Consulting Inc.	United States
9,773,039	FTI Consulting Inc.	United States
9,898,526	FTI Consulting Inc.	United States
12/833,769	FTI Consulting Inc.	United States
12/833,860	FTI Consulting Inc.	United States
12/833,872	FTI Consulting Inc.	United States
12/833,880	FTI Consulting Inc.	United States
12/844,785	FTI Consulting Inc.	United States
12/844,813	FTI Consulting Inc.	United States
13/021,618	FTI Consulting Inc.	United States
13/657,781	FTI Consulting Inc.	United States
13/970,545	FTI Consulting Inc.	United States
13/970,560	FTI Consulting Inc.	United States
14/027,141	FTI Consulting Inc.	United States
14/065,364	FTI Consulting Inc.	United States
14/108,232	FTI Consulting Inc.	United States
14/108,248	FTI Consulting Inc.	United States
14/108,257	FTI Consulting Inc.	United States
14/158,743	FTI Consulting Inc.	United States
14/171,741	FTI Consulting Inc.	United States
14/252,688	FTI Consulting Inc.	United States
14/263,934	FTI Consulting Inc.	United States
14/564,047	FTI Consulting Inc.	United States
14/564,058	FTI Consulting Inc.	United States
14/746,725	FTI Consulting Inc.	United States
15/150,382	FTI Consulting Inc.	United States
15/345,471	FTI Consulting Inc.	United States
15/369,632	FTI Consulting Inc.	United States
15/401,450		United States
15/612,412	FTI Consulting Inc.	United States

<b>Issuance/Registration/ Application Number</b>	<b>Owner</b>	<b>Jurisdiction</b>
15/620,689	FTI Consulting Inc.	United States
15/715,025	FTI Consulting Inc.	United States
15/783,818	FTI Consulting Inc.	United States
15/898,199	FTI Consulting Inc.	United States
61/701,538		United States
62/344,986	FTI Consulting Inc.	United States
62/408,728	FTI Consulting Inc.	United States
8,984,021	FTI Consulting Inc.	United States