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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5261877

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| HOUSE OF COOL INC. | 11/28/2018 |
| RECEIVING PARTY DATA | |
| Name: | 10538540 CANADA INC. O/A MASSIVELY |
| Street Address: | 345 ADELAIDE ST. W. 6TH FL |
| City: | TORONTO |
| State/Country: | CANADA |
| Postal Code: | M5V 1R5 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 15664133 |
| CORRESPONDENCE DATA | |
| Fax Number: | (416)920-1350 |
| <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> | |
| Email: | docketing@pckip.com |
| Correspondent Name: | PERRY + CURRIER INC. |
| Address Line 1: | 1300 YONGE STREET |
| Address Line 2: | SUITE 500 |
| Address Line 4: | TORONTO, CANADA M4T 1X3 |
| ATTORNEY DOCKET NUMBER: | P6764US00 |
| NAME OF SUBMITTER: | INDRA FERNANDO |
| SIGNATURE: | /Indra Fernando/ |
| DATE SIGNED: | 12/02/2018 |
| Total Attachments: 4 | |
| source=Worldwide_Assignment-HOUSE OF COOL INC. to 10538540 CANADA INC. O_A MASSIVELY#page1.tif | |
| source=Worldwide_Assignment-HOUSE OF COOL INC. to 10538540 CANADA INC. O_A MASSIVELY#page2.tif | |
| source=Worldwide_Assignment-HOUSE OF COOL INC. to 10538540 CANADA INC. O_A MASSIVELY#page3.tif | |
| source=Worldwide_Assignment-HOUSE OF COOL INC. to 10538540 CANADA INC. O_A MASSIVELY#page4.tif | |

WORLD-WIDE PATENT ASSIGNMENT

FROM

HOUSE OF COOL INC.

TO

10538540 CANADA INC. O/A MASSIVELY

1. DEFINITIONS

a) "Assignors" mean:

HOUSE OF COOL INC., a corporation incorporated under the laws of Canada having a place of business at 345 Adelaide St. W. 6th Fl, Toronto, Ontario M5V 1R5 CANADA.

Where the foregoing list only includes one individual, corporation or other entity, then the term "Assignors" as used herein shall be construed in the singular form "Assignor".

b) "Assignee" means **10538540 CANADA INC. O/A MASSIVELY**, a corporation incorporated under the laws of Canada having a place of business at 345 Adelaide St. W. 6th Fl, Toronto, Ontario M5V 1R5, CANADA including its successors and assigns.

c) "Invention" means an invention made by the Assignors and entitled, **CHATBOT SYSTEM AND METHOD**, and having U.S. Patent Application No. 15/664,133, filed July 31, 2017.

d) "Rights to Invention" means, without limitation, all rights, titles, interests and claims of any nature in and to:

- i) the Invention for Canada, the United States of America and all other foreign jurisdictions;
- ii) all Patent Applications for the Invention for Canada, the United States of America and all other foreign jurisdictions ("Patent Applications");
- iii) all Letters Patent that may be obtained for the Patent Applications ("Issued Patents");
- iv) all continuations, continuations-in-part, re-examinations, reissues, requests for continued examination (RCE) and divisions of the Patent Applications and/or Issued Patents; and,
- v) the right to claim priority under International Convention and/or Treaties for the Patent Applications and/or Issued Patents.

2. BACKGROUND

a) The Assignee wishes to acquire the Rights to the Invention from the Assignors.

b) Each of the parties agrees to be bound by the provisions of this Assignment.

c) This Assignment replaces and supersedes any prior Assignments, whether oral or in writing, made between the parties, or any of them.

3. INVENTION

- a) In addition to other good and valuable consideration, Assignee paid in hand the sum of one dollar (\$1.00) to Assignors for the Rights to the Invention.
- b) Assignors hereby acknowledge the receipt and sufficiency of the consideration received from the Assignee.
- c) Assignors hereby sell, assign and transfer to the Assignee, its successors and assigns, the Assignors' Rights to the Invention.
- d) Assignors hereby authorize and request the Commissioner of Patents for Canada to issue Canadian Letters Patent for the Invention to the Assignee, for Assignee's sole use and benefit, to the full end of the term for which Canadian Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- e) Assignors hereby authorize and request the Commissioner of Patents (or the equivalent) for such other jurisdictions where an applications for the Invention has been filed, to issue Letters Patent in that jurisdiction for the Invention to the Assignee, for the Assignee's sole use and benefit, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- f) Assignors hereby undertake without liability at any time upon request to provide reasonable assistance to the Assignee in the filing and prosecution of any patent application relating to the Invention in any jurisdiction, to sign such documents and do such things as may be required to give effective legal and registered title of the Assignee to the Invention in any jurisdiction, all without further consideration but at the expense of the Assignee.
- g) Assignors hereby grant to PERRY + CURRIER, PERRY + CURRIER INC., the power to insert on this assignment any further indication which may be necessary to comply with the requirements of the Patent Office in any country for its recordal in respect of any patent applications for the Invention.

4. APPLICABLE LAW AND INTERPRETATION

- a) This Assignment is governed and is to be construed and enforced in accordance with the laws of the Province of Ontario, Canada, without reference to its conflicts of laws principles.
- b) The invalidity or unenforceability of any provision of this Assignment will not affect the validity or enforceability of any other provision and the Assignment will be construed as if such invalid provision were omitted.
- c) The parties agree that there are no representations, warranties, collateral Assignments or conditions affecting this Assignment other than as expressed in this Assignment.
- d) The provisions of this Assignment are for the benefit of and are binding on the parties and their respective heirs, executors, administrators and assigns.

STATEMENT BY WITNESS

Signed in the presence of:

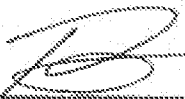
Ricardo Cortes

Having a Full Postal Address of:

345 Adelaide St. W
6th Floor

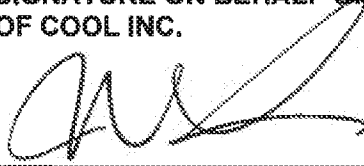
Toronto, ON M5V 1R5

I hereby declare that I was personally present and did see Wesley who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.



Witness Signature

SIGNATURE ON BEHALF OF HOUSE OF COOL INC.



NAME: Wesley

I have authority to bind HOUSE OF COOL INC.

Nov 28, 2018
Date of Execution

STATEMENT BY WITNESS

Signed in the presence of:

Ricardo Curtis

Having a Full Postal Address of:

*245 Adelaide St. W
6th Floor,
Toronto, ON M5V 1R5*

I hereby declare that I was personally present and did see *Russell Clark* who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature

SIGNATURE ON BEHALF OF 10538540
CANADA INC. O/A MASSIVELY

NAME: *Russell Clark*
I have authority to bind 10538540
CANADA INC. O/A MASSIVELY

Nov 18, 2018
Date of Execution