

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5278199

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IMAGE VISION LABS, INC.	11/20/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TWO HAT SECURITY RESEARCH CORP.
<b>Street Address:</b>	500-554 LEON AVENUE
<b>City:</b>	KELOWNA, BRITISH COLUMBIA
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	V1Y 6J6
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8644606
<b>Patent Number:</b>	9087267
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	ipprosecution@startupipservices.com
<b>Correspondent Name:</b>	JOHN LINDSAY
<b>Address Line 1:</b>	11700 PRESTON RD STE 660-167
<b>Address Line 4:</b>	DALLAS, TEXAS 75230
<b>NAME OF SUBMITTER:</b>	JOHN LINDSAY
<b>SIGNATURE:</b>	/John Lindsay/
<b>DATE SIGNED:</b>	12/11/2018
<b>Total Attachments: 7</b>	
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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** is made and entered into as of the 20th day of November, 2018 between Two Hat Security Research Corp., a corporation existing under the laws of the Province of British Columbia (the “**Purchaser**”) and Montgomery Capital Partners I, LP., a limited partnership existing under the laws of Texas (the “**Vendor**”).

### RECITALS:

- A. The Vendor, along with the lenders party hereto (collectively, the “**Lenders**”), have made loans to Image Vision Labs, Inc., a Delaware corporation (the “**Company**”), which such loans were secured by individual Security Agreements in favor of each such Lender, whereby the Company granted a security interest in certain assets of the Company more particularly described in each Security Agreement (the “**Collateral**”).
- B. The Company has defaulted on its obligations to the Lenders, and each Lender has appointed the Vendor as its agent for purposes of disposing of the Collateral.
- C. The Vendor, on behalf of itself and the other Lenders, wishes to foreclose on the Collateral by a private disposition to Purchaser under Section 9-311 of the Texas UCC, and the Purchaser has agreed to purchase, the Purchased Assets (as defined below) on the terms and conditions of this Agreement.
- D. The Vendor, on the one hand, and the Purchaser, on the other hand, desire to make certain representations, warranties, covenants and other agreements subject to and on the terms and conditions as set out in this Agreement in connection with the Acquisition.

**NOW THEREFORE**, in consideration of the mutual agreements, covenants and other promises set forth herein, the mutual benefits to be gained by the performance thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties hereby agree as follows:

### ARTICLE 1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

#### 1.1 Definitions

Whenever used in this Agreement the following words and terms have the meanings set out below:

“**Acquisition**” means the acquisition by the Purchaser of the Purchased Assets on the terms and conditions of this Agreement.

“**affiliate**” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person.

“**Agreement**” means this Asset Purchase Agreement and all exhibits, and all amendments or restatements, as permitted, and references to “**Article**”, “**Section**” or “**Exhibit**” mean the specified Article, Section or Exhibit of this Agreement.

“**Books and Records**” means books and records of the Company or any of its affiliates relating to the Purchased Assets, including financial, corporate, operations and sales books, records, books of account, sales and purchase records, lists of suppliers and customers, formulae, business reports, plans and projections and all other documents, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise

including all data, information and databases stored on computer-related or other electronic media.

**"Business"** means the business carried on by ImageVision, Inc. consisting of facial, object and text recognition in images.

**"Business Day(s)"** means each day that is not a Saturday, Sunday or other day on which banking institutions located in Vancouver, British Columbia, are authorized or obligated by Law or executive order to close.

**"Cash Amount"** means an amount of

**"Closing"** has the meaning given to it in Section 2.2.

**"Closing Date"** has the meaning given to it in Section 2.2.

**"Contract"** means any mortgage, indenture, lease, contract, covenant, plan, insurance policy or other agreement, instrument, arrangement, obligation, understanding or commitment, permit, concession, franchise or license, whether oral or written.

**"Copyrights"** means: (a) copyrights (whether registered or unregistered and whether published or unpublished); (b) copyright registrations and applications filed or registered in connection therewith, and all extensions or renewals thereof, and rights to apply in any or all countries of the world for such registrations and applications; and (c) other rights corresponding thereto.

**"Encumbrances"** means pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever.

**"Excluded Assets"** means the assets of the Company relating to the Business, other than the Purchased Assets.

**"Expired Patents"** means the following abandoned or expired Patents: (a) Patent no. 8644606 (application no. 13/374,937) and (b) Patent no. 9087267 (application no. 13/493,986).

**"Governmental Authorities"** means governments, regulatory authorities, governmental departments, agencies, agents, commissions, bureaus, officials, ministers, crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other Law, rule or regulation-making organizations or entities:

- (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or
- (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

**"ImageVision Intellectual Property"** means all Intellectual Property listed in Exhibit A and any and all other Intellectual Property that is owned, purported to be owned (whether owned singularly or jointly with a third party or parties), filed by, held in the name of, assigned to or exclusively licensed by the Company for use in or relating to the Business, and any and all Intellectual Property of which the Company has asserted ownership prior to the Closing Date (whether the Company has asserted that such Intellectual Property is owned singularly or jointly with a third party or parties) for use in or relating to the Business, and any goodwill relating thereto. For the avoidance of doubt, "ImageVision Intellectual Property" shall include all images used for training purposes or otherwise and all data and databases, that fall within

duly authorized by all necessary action on the part of the Vendor and no further action is required on the part of the Vendor to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Vendor and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitute valid and binding obligations of the Vendor enforceable against the Vendor in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency or similar Laws affecting the enforcement of creditor's rights generally or by general principles of equity (whether considered at Law or in equity).

### **3.3 Consents**

No consent, notice, waiver, approval, Order or authorization of, or registration, declaration or filing with any Governmental Authority or any other Person is required by, or with respect to, the Vendor in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

### **3.4 Title to Purchased Assets**

- (a) The Lenders hold a security interest in the Purchased Assets, and are entitled to conduct a foreclosure sale under Article 9 of the Texas UCC with respect to the Purchased Assets.
- (b) Through the conduct of such foreclosure sale under Article 9 of the Texas UCC with respect to the Purchased Assets, the Vendor shall possess and transfer good and marketable title to the Purchased Assets, free and clear of any and all Encumbrances (other than Permitted Encumbrances), and there is no agreement, option or other right or privilege outstanding in favour of any Person, other than the Purchaser pursuant to this Agreement for the purchase from the Vendor from any of the Purchased Assets.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser represents and warrants to the Vendor on the date hereof, as follows:

### **4.1 Organization**

The Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia and has the requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted.

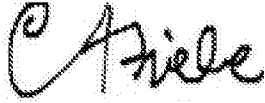
### **4.2 Authority and Enforceability**

The Purchaser has all requisite power and authority to enter into this Agreement and to consummate the transactions, and perform its obligations, contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Purchaser. This Agreement have been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the other parties hereto, constitute the valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency or similar Laws affecting the enforcement of creditor's rights generally or by general principles of equity (whether considered at Law or in equity).

Signatures

For  
Name  
Title

Two Hat Security Research Corp  
Christopher A Priebe  
CEO

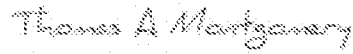


Signed on 2018-11-21 17:38:55 GMT

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DocumentID: NQOyOGEwOGEUW  
SigningID: MxRvYEDmJmMC  
Signing date: 11/21/2018  
IP Address: 104.116.94.42  
Email: chris.priebe@twohatsecurity.com

For  
Name  
Title

Montgomery Capital Advisers  
Thomas A Montgomery  
Managing Member



Signed on 2018-11-21 19:23:16 GMT

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DocumentID: NQOyOGEwOGEUW  
SigningID: 2T0w8BjZuMABj  
Signing date: 11/21/2018  
IP Address: 10.181.94.42  
Email: tom.montgomery@mcaggroup.com

concord

Signed on [www.concordnow.com](http://www.concordnow.com)

**PATENT**  
**REEL: 047748 FRAME: 0667**



## **COLLATERAL AGENT AGREEMENT**

THIS COLLATERAL AGENT AGREEMENT (this "Agreement") dated as of November 7, 2017, by and among Montgomery Capital Partners I, LP, a Texas limited partnership (the "Collateral Agent"), and the lenders signatory hereto (each, individually, a "Lender" and collectively, the "Lenders"), who hold promissory notes issued by Image Vision Labs, Inc. (the "Company"), a Delaware corporation, (collectively herein the "Notes").

WHEREAS, the Lenders have made loans to the Company secured by certain collateral referenced in individual Security Agreements (defined below) executed by the Company in favor of each Lender;

WHEREAS, the Lenders desire to provide for the orderly administration of such collateral by appointing the Collateral Agent, and the Collateral Agent has agreed to accept such appointment and to receive, hold and deliver such collateral, all upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, the Lenders desire to allocate the enforcement of certain rights under the Notes for the orderly administration thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the parties hereto hereby agree as follows:

1. Collateral.

(a) The Company has executed individual Security Agreements in favor of each of the Lenders (each, individually, a "Security Agreement" and collectively, the "Security Agreements"), whereby the Company granted a security interest to each Lender in certain assets of the Company (such assets are referred to herein and in the Security Agreements as the "Collateral"), more particularly described in each Security Agreement. Collectively, the Security Agreements, the Notes and other agreements referred to therein are referred to herein as "Borrower Documents."

(b) The Collateral Agent hereby acknowledges that any Collateral now or hereafter held by the Collateral Agent is held for the benefit of the Lenders in accordance with this Agreement and the Borrower Documents. No reference to the Borrower Documents or any other instrument or document shall be deemed to incorporate any term or provision thereof into this Agreement unless expressly so provided.

(c) The Collateral Agent is to distribute in accordance with the Borrower Documents any proceeds received from the Collateral which are distributable to the Lenders in proportion to their respective interests in the obligations defined in the Security Agreements.

2. Appointment of the Collateral Agent. The Lenders hereby appoint the Collateral Agent (and the Collateral Agent hereby accepts such appointment) to take any action including, without limitation, the registration of any Collateral in the name of the Collateral Agent or its nominees prior to or during the continuance of an Event of Default (as defined in the Borrower Documents), the exercise of voting rights upon the occurrence and during the continuance of an Event of Default, the application of any cash collateral received by the Collateral Agent to the payment of the obligations defined in the Borrower Documents, the making of any demand under the Borrower Documents, the

Montgomery Capital Partners I, LP  
2500 Dallas Parkway  
Plano, Texas 75093

May 23, 2018

**NOTICE OF PRIVATE DISPOSITION OF COLLATERAL**

Image Vision Labs, Inc.  
312 North Powell Parkway  
Anna, Texas 75409  
Attention: Steven White

We hereby notify you of a private disposition of collateral in connection with those certain Security Agreements, dated as of December 31, 2015, by Image Vision Labs, Inc. in favor of Montgomery Capital Partners I, LP and certain other lenders party thereto.

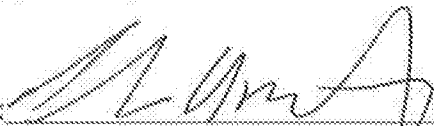
We will sell all of the assets described on Exhibit A hereto, in a private sale, on or after June 2, 2018.

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell. You may request an accounting by calling Larry Calton at 214-629-8649 or emailing to lcalton@mca-texas.com.

Very truly yours,

MONTGOMERY CAPITAL PARTNERS I, LP

By: Montgomery Capital Advisers, LLC, its general partner

By: 

Name: Tavis Montgomery

Title: Managing Member