505892707 01/31/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5939408

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
FTI CONSULTING TECHNOLOGY LLC	09/10/2018

RECEIVING PARTY DATA

Name:	NUIX NORTH AMERICA INC.
Street Address:	13755 SUNRISE VALLEY DR.
City:	HERNDON
State/Country:	VIRGINIA
Postal Code:	20171

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12844813

CORRESPONDENCE DATA

Fax Number:

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: 6178568431

docketing@brownrudnick.com Email:

Correspondent Name: BROWN RUDNICK LLP Address Line 1: ONE FINANCIAL CENTER

Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	NUIX-033/00US 27368/205	
NAME OF SUBMITTER:	MARK S. LEONARDO	
SIGNATURE:	/Mark S. Leonardo/	
DATE SIGNED:	01/31/2020	

Total Attachments: 9

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> **PATENT REEL: 051679 FRAME: 0287**

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ASSIGNMENT OF PATENT RIGHTS

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

- **A.** Assignor and Assignee 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 "<u>Transferred Patents</u>") 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. <u>Capitalized Terms</u>. Unless otherwise defined herein, capitalized terms have the meanings set forth in the Asset Purchase Agreement.
- 2. <u>Assignment</u>. 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 "<u>Patent Rights</u>") 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;

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- (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.
- 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. <u>Miscellaneous</u>. 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. <u>No Third-Party Beneficiaries</u>. 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. <u>Governing Law</u>. 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 TECHNOLOGY LLC

By: Same: Wanne F. Catanese

Title: Secretary

Signature Page to Patent Assignment

ASSIGNEE

NUIX NORTH AMERICA INC.

By:

Rod Vawdrey

Name: / Title:

Chief Executive Officer

SCHEDULE A Transferred Patents

Issuance/		
Registration/ Application Number	Owner	Jurisdiction
1806321.7	FTI Consulting Technology, LLC	Canada
2,430,944	FTI Consulting Technology, LLC	Canada
2,441,390		Canada
	FTI Consulting Technology, LLC	Canada
2,477,453	FTI Consulting Technology, LLC FTI Consulting Technology, LLC	
2,509,580		Canada Canada
2,534,273	FTI Consulting Technology, LLC	
2,534,288	FTI Consulting Technology, LLC	Canada
2,556,360	FTI Consulting Technology, LLC	Canada
2,556,362	FTI Consulting Technology, LLC	Canada
2,596,068	FTI Consulting Technology, LLC	Canada
2,640,032	FTI Consulting Technology, LLC	Canada
2,640,035	FTI Consulting Technology, LLC	Canada
1,371,195	FTI Consulting Technology, LLC	EU
1,573,660	FTI Consulting Technology, LLC	EU
1,661,341	FTI Consulting Technology, LLC	EU
1991973.7	FTI Consulting Technology, LLC	EU
3716166.8	FTI Consulting Technology, LLC	EU
4779158.7	FTI Consulting Technology, LLC	EU
5713276.3	FTI Consulting Technology, LLC	EU
5713282.1	FTI Consulting Technology, LLC	EU
7122422.4	FTI Consulting Technology, LLC	EU
7717096.7	FTI Consulting Technology, LLC	EU
7762779.2	FTI Consulting Technology, LLC	EU
10760813.5	FTI Consulting Technology, LLC	EU
11195972.2	FTI Consulting Technology, LLC	EU
11706064	FTI Consulting Technology, LLC	EU
PCT/US01/044879	FTI Consulting Technology, LLC	Patent Cooperation Treaty
PCT/US02/08471	FTI Consulting Technology, LLC	Patent Cooperation Treaty
PCT/US11/23826	FTI Consulting Technology, LLC	Patent Cooperation Treaty
PCT/US2010/043290	FTI Consulting Technology, LLC	Patent Cooperation Treaty
PCT/US2010/043383	FTI Consulting Technology, LLC	Patent Cooperation Treaty
PCT/US2010/043452	FTI Consulting Technology, LLC	Patent Cooperation Treaty
PCT/US2010/043453	FTI Consulting Technology, LLC	Patent Cooperation Treaty
PCT/US2010/043506	FTI Consulting Technology, LLC	Patent Cooperation Treaty
PCT/US2010/043516	FTI Consulting Technology, LLC	Patent Cooperation Treaty

Issuance/ Registration/		
Application Number	Owner	Jurisdiction
PCT/US2010/46557	FTI Consulting Technology, LLC	Patent Cooperation Treaty
WO/02091701	FTI Consulting Technology, LLC	Patent Cooperation Treaty
WO/0244932	FTI Consulting Technology, LLC	Patent Cooperation Treaty
WO/03073331	FTI Consulting Technology, LLC	Patent Cooperation Treaty
WO/04053771	FTI Consulting Technology, LLC	Patent Cooperation Treaty
WO/05013152	FTI Consulting Technology, LLC	Patent Cooperation Treaty
WO/05013571	FTI Consulting Technology, LLC	Patent Cooperation Treaty
WO/05081138	FTI Consulting Technology, LLC	Patent Cooperation Treaty
WO/05081139	FTI Consulting Technology, LLC	Patent Cooperation Treaty
WO/06081292	FTI Consulting Technology, LLC	Patent Cooperation Treaty
WO/07089588	FTI Consulting Technology, LLC	Patent Cooperation Treaty
WO/07089672	FTI Consulting Technology, LLC	Patent Cooperation Treaty
6,745,197	FTI Consulting Technology, LLC	United States
6,778,995	FTI Consulting Technology, LLC	United States
6,820,081	FTI Consulting Technology, LLC	United States
6,888,548	FTI Consulting Technology, LLC	United States
6,978,274	FTI Consulting Technology, LLC	United States
7,035,876	FTI Consulting Technology, LLC	United States
7,080,076	FTI Consulting Technology, LLC	United States
7,191,175	FTI Consulting Technology, LLC	United States
7,196,705	FTI Consulting Technology, LLC	United States
7,271,804	FTI Consulting Technology, LLC	United States
7,313,556	FTI Consulting Technology, LLC	United States
7,319,999	FTI Consulting Technology, LLC	United States
7,352,371	FTI Consulting Technology, LLC	United States
7,356,777	FTI Consulting Technology, LLC	United States
7,404,151	FTI Consulting Technology, LLC	United States
7,440,622	FTI Consulting Technology, LLC	United States
7,496,577	FTI Consulting Technology, LLC	United States
7,577,656	FTI Consulting Technology, LLC	United States
7,606,168	FTI Consulting Technology, LLC	United States
7,609,267	FTI Consulting Technology, LLC	United States
7,610,313	FTI Consulting Technology, LLC	United States
7,720,292	FTI Consulting Technology, LLC	United States
7,809,727	FTI Consulting Technology, LLC	United States
7,836,054	FTI Consulting Technology, LLC	United States
7,870,507	FTI Consulting Technology, LLC	United States
7,885,468	FTI Consulting Technology, LLC	United States
7,885,957	FTI Consulting Technology, LLC	United States

Issuance/		
Registration/	0	T. Callada.
Application Number 7,948,491	Owner ETI Consulting Technology, LLC	Jurisdiction United States
	FTI Consulting Technology, LLC	United States United States
7,983,492	FTI Consulting Technology, LLC	
8,015,188	FTI Consulting Technology, LLC	United States
8,056,019	FTI Consulting Technology, LLC	United States
8,108,397	FTI Consulting Technology, LLC	United States
8,155,453	FTI Consulting Technology, LLC	United States
8,190,637	FTI Consulting Technology, LLC	United States
8,228,821	FTI Consulting Technology, LLC	United States
8,312,019	FTI Consulting Technology, LLC	United States
8,369,627	FTI Consulting Technology, LLC	United States
8,380,718	FTI Consulting Technology, LLC	United States
8,400,944	FTI Consulting Technology, LLC	United States
8,402,026	FTI Consulting Technology, LLC	United States
8,402,395	FTI Consulting Technology, LLC	United States
8,458,183	FTI Consulting Technology, LLC	United States
8,520,001	FTI Consulting Technology, LLC	United States
8,543,604	FTI Consulting Technology, LLC	United States
8,610,719	FTI Consulting Technology, LLC	United States
8,626,761	FTI Consulting Technology, LLC	United States
8,626,767	FTI Consulting Technology, LLC	United States
8,639,044	FTI Consulting Technology, LLC	United States
8,650,190	FTI Consulting Technology, LLC	United States
8,700,627	FTI Consulting Technology, LLC	United States
8,701,048	FTI Consulting Technology, LLC	United States
8,725,736	FTI Consulting Technology, LLC	United States
8,792,733	FTI Consulting Technology, LLC	United States
8,914,331	FTI Consulting Technology, LLC	United States
8,935,251	FTI Consulting Technology, LLC	United States
8,942,488	FTI Consulting Technology, LLC	United States
8,982,728	FTI Consulting Technology, LLC	United States
9,082,232	FTI Consulting Technology, LLC	United States
9,142,048	FTI Consulting Technology, LLC	United States
9,176,642	FTI Consulting Technology, LLC	United States
9,195,399	FTI Consulting Technology, LLC	United States
9,208,221	FTI Consulting Technology, LLC	United States
9,208,592	FTI Consulting Technology, LLC	United States
9,245,367	FTI Consulting Technology, LLC	United States
9,342,909	FTI Consulting Technology, LLC	United States
9,384,250	FTI Consulting Technology, LLC	United States
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Issuance/		
Registration/ Application Number	Owner	Jurisdiction
9,384,573	FTI Consulting Technology, LLC	United States
9,477,751	FTI Consulting Technology, LLC	United States
9,495,779	FTI Consulting Technology, LLC	United States
9,558,259	FTI Consulting Technology, LLC	United States
9,619,551	FTI Consulting Technology, LLC	United States
9,619,909	FTI Consulting Technology, LLC	United States
9,798,798	FTI Consulting Technology, LLC	United States
9,811,930	FTI Consulting Technology, LLC	United States
9,858,693	FTI Consulting Technology, LLC	United States
9,984,484	FTI Consulting Technology, LLC	United States
09/944,475	FTI Consulting Technology, LLC	United States
10/317,438	FTI Consulting Technology, LLC	United States
11/341,128	FTI Consulting Technology, LLC	United States
12/844,792	FTI Consulting Technology, LLC	United States
12/844,810	FTI Consulting Technology, LLC	United States
14/148,686	FTI Consulting Technology, LLC	United States
14/659,535	FTI Consulting Technology, LLC	United States
14/860,554	FTI Consulting Technology, LLC	United States
14/887,270	FTI Consulting Technology, LLC	United States
14/930,630	FTI Consulting Technology, LLC	United States
14/961,839	FTI Consulting Technology, LLC	United States
15/333,182	FTI Consulting Technology, LLC	United States
15/420,012	FTI Consulting Technology, LLC	United States
15/484,122	FTI Consulting Technology, LLC	United States
15/791,268	FTI Consulting Technology, LLC	United States
15/859,172	FTI Consulting Technology, LLC	United States
15/990,784	FTI Consulting Technology, LLC	United States
61/229,216	FTI Consulting Technology, LLC	United States
61/236,490	FTI Consulting Technology, LLC	United States
61/302,053	FTI Consulting Technology, LLC	United States
61/701,583	FTI Consulting Technology, LLC	United States

RECORDED: 01/31/2020