# 505908889 02/10/2020

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5955606

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYAN	ICE:	NUNC PRO TUNC ASSIGNMENT	-
EFFECTIVE DATE:		01/10/2020	
CONVEYING PARTY DA	ATA		
		Name	Execution Date
INTELLITIX TECHNOLO	GIES INC.		01/10/2020
RECEIVING PARTY DA	ТА		
Name:	CROWDBLI	NK TECHNOLOGIES INC.	
Street Address:	10820 119 S	ST NW	
City:	EDMONTON	J	
State/Country:	CANADA		
Postal Code:	T5H 3P2		
	I		
PROPERTY NUMBERS	Total: 6		
Property Type		Number	
Patent Number:	9836	627	
Patent Number:	1033	1921	
Patent Number:	1054	0649	
Application Number:	1671	1639	
Application Number:	1565	8600	
Application Number:	1504	8551	
CORRESPONDENCE D	ΑΤΑ		
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		e-mail address first; if that is uns hat is unsuccessful, it will be sen	
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Correspondent Name:	NOR	TON ROSE FULBRIGHT CANADA	LLP/ PTN
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ATTORNEY DOCKET NU	IMBER:	1001082068	
NAME OF SUBMITTER:		PIERRE T. ANGUYEN	
SIGNATURE:		/Pierre T. ANGUYEN/	
DATE SIGNED:		02/10/2020	

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PATENT REEL: 051773 FRAME: 0464

Total Attachments: 5		
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#### PATENT ASSIGNMENT AGREEMENT

This patent assignment agreement (the **Assignment**) is made effective the 10<sup>th</sup> day of January, 2020 (the **Effective Date**),

BETWEEN:

# INTELLITIX TECHNOLOGIES INC., a corporation formed under the laws of the Province of Quebec;

#### (the **Assignor**)

#### AND:

## CROWDBLINK TECHNOLOGIES INC. a corporation formed under the laws of Canada

#### (the Assignee)

**WHEREAS** the Assignor and the Assignee are parties to a contribution agreement entered into as of the date hereof (the **Contribution Agreement**) pursuant to which the Assignor agreed to sell, assign and transfer to the Assignee, the Transferred Assets (as defined therein) in conformity with the terms and conditions of the Contribution Agreement;

WHEREAS the Assignor owns the patents and patent applications listed in Schedule A hereto (the Transferred Patents);

**WHEREAS** pursuant to the terms and conditions of the Contribution Agreement, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of all of Assignor's right, title and interest in, to and under such Transferred Patents.

**NOW THEREFORE** in consideration of the mutual promises and agreements contained in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree as follows:

- 1. Assignor hereby irrevocably assigns, transfers and contributes to Assignee all of Assignor's right, title and interest in the following:
  - a) in and to the Transferred Patents, and all related provisionals, divisionals, continuations, continuations-in-part, reexaminations, reissues, extensions, substitutions, renewals, patents issue of any of the foregoing and all equivalents or counterparts of the foregoing worldwide;
  - b) all rights of any kind whatsoever of Assignor accruing under the Transferred Patents provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Transferred Patents; and
  - d) any and all claims and causes of action, with respect to the Transferred Patents, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. Assignor hereby authorizes patent offices of the jurisdictions to which the Transferred Patents pertain and any other governmental officials to record and register this Assignment upon request by the Assignee. At any time after the date of this Assignment, at Assignee's request and expense, Assignor will execute and deliver to Assignee such other instruments and documents and take such other actions as Assignee may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.
- 3. Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Assignment in accordance with the Contribution Agreement. This Assignment is subject to all of the terms and conditions of the Contribution Agreement which are incorporated herein by reference, and does not increase any liabilities or obligations nor decrease any rights or interests of either Assignor or Assignee thereunder.
- 4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.
- 5. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 6. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without any reference to applicable conflict of laws principles.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment by their respective duly authorized representatives as of the Effective Date.

#### INTELLITIX TECHNOLOGIES INC.

Per:

Name: Carlo Chiarello Title: President and CEO

#### **CROWDBLINK TECHNOLOGIES INC.**

Per:

Name: Antoine Hamel Rancourt Title: President

Patent Assignment Agreement in registrable form - Intellitix and Newco

REEL: 051773 FRAME: 0468

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment by their respective duly authorized representatives as of the Effective Date.

#### INTELLITIX TECHNOLOGIES INC.

Per:

Name: Carlo Chiarello Title: President and CEO

#### CROWDBLINK TECHNOLOGIES INC.

DocuSigned by:

Per: Intoine Hamel Kancourt Name: Antoine Hamel Rancourt

Title: President

Patent Assignment Agreement in registrable form - Intellitix and Newco

REEL: 051773 FRAME: 0469

# <u>SCHEDULE A</u>

# Transferred Patents

Title	Country	Application / Publication / Patent No.	Filing / Publication / Issue date MM-DD- YYYY	Registered Owner
Event Based Interrogation Zone Tracking System for Product Samples	USA	9,836,627	12-05-2017	Intellitix Technologies Inc.
Event Based Interrogation Zone Tracking System for Product Samples (Continuation)	USA	10,331,921	06-25-2019	Intellitix Technologies, Inc.
<b>Pending Patent Application :</b> Wearable RFID Device for Use in an Event-Based Interrogation Zone	USA	2017/0132608 (10,540,649)	05-11-2017 (to be issued 21-01-2020)	Intellitix Technologies, Inc.
Pending Patent Application : System and method of RFID portals	USA	2018/0025193	25-01-2018	Intellitix Technologies, Inc.
<b>Pending Patent Application :</b> Wearable Access and Tracking System for Reserved Seating Events	USA	2016/0247145	08-25-2016	Intellitix Technologies, Inc.
Pending Patent Application : Wearable RFID Device for Use in an Event-Based Interrogation Zone (Continuation)	USA	App 16/711,639 (Not yet published)	Filed 12-12- 2019	Intellitix Technologies, Inc.