

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6209181

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
TWINGATE HOLDINGS INC.		06/26/2020
RECEIVING PARTY DATA		
Name:	TWINGATE INC.	
Street Address:	541 JEFFERSON AVE, SUITE 100	
City:	REDWOOD CITY	
State/Country:	CALIFORNIA	
Postal Code:	94063	
PROPERTY NUMBERS Total: 34		
Property Type	Number	
Application Number:	15597036	
Application Number:	14606566	
Application Number:	14606610	
Application Number:	14606651	
Application Number:	15426906	
Application Number:	15620617	
Application Number:	62209776	
Application Number:	15040655	
Application Number:	15040697	
Application Number:	15040762	
Application Number:	16161757	
Application Number:	16161817	
Application Number:	16161865	
Application Number:	62343697	
Application Number:	15254583	
Application Number:	15254732	
Application Number:	16022335	
Application Number:	16022369	
Application Number:	16156784	
Application Number:	16542130	

PATENT

Property Type	Number
Application Number:	16589839
Application Number:	62370496
Application Number:	15402024
Application Number:	15402049
Application Number:	16145831
Application Number:	62593719
Application Number:	62618397
Application Number:	16058511
Application Number:	16058567
Application Number:	16058610
Application Number:	62790878
Application Number:	16704372
Application Number:	16704446
Application Number:	62940379

CORRESPONDENCE DATA

Fax Number: (408)288-7542

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: 4082887588

Email: USPTO@STEVENS LAW GROUP.COM

Correspondent Name: STEVENS LAW GROUP

Address Line 1: 1754 TECHNOLOGY DRIVE STE 226

Address Line 4: SAN JOSE, CALIFORNIA 95110

ATTORNEY DOCKET NUMBER:	TWIN-00000
NAME OF SUBMITTER:	DAVID R. STEVENS
SIGNATURE:	/David R. Stevens/
DATE SIGNED:	07/20/2020

Total Attachments: 7

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CONFIDENTIAL

CONTRIBUTION AGREEMENT

This **CONTRIBUTION AGREEMENT** (the “**Agreement**”) is entered into on June 26, 2020 by and between **TWINGATE HOLDINGS INC.**, a Delaware corporation (“**Assignor**”), and **TWINGATE INC.**, a Delaware corporation (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Pango Holdings Inc., a Delaware corporation, has approved a global restructuring plan involving certain of its subsidiaries (the “**Restructuring**”);

WHEREAS, Assignor is the sole registered and beneficial owner of all of the shares (the “**Shares**”) in the issued share capital of **TWINGATE ISRAEL LTD.**, a company incorporated under the laws of Israel (“**Twingate Israel**”);

WHEREAS, as part of the Restructuring, Assignee, a wholly-owned subsidiary of Assignor, is willing to accept and Assignor is willing to contribute the Shares on and subject to the terms and conditions contained in this Agreement;

WHEREAS, in connection with the Restructuring and pursuant to that Contribution Agreement by and between Pango Inc. and Assignor dated June 24, 2020 (“**Twingate Contribution Agreement**”), Assignor received an assignment of all rights, title and interest in and to the Assigned IP (as defined in the Twingate Contribution Agreement, and hereinafter, the “**Assigned IP**”);

WHEREAS, in connection with the Restructuring, the Parties desire for Assignee to be the holder of all of Assignor’s rights, title and interest in and to the Assigned IP, on and subject to the terms and conditions contained in this Agreement; and

WHEREAS, it is intended that the contribution of the Shares and such intellectual property rights be treated as a transaction in which no gain or loss is recognized pursuant to Section 351 of the U.S. Internal Revenue Code of 1986, as amended and the Shares will be contributed to Assignee at the value set forth in the books of Assignor.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants and conditions contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. CONTRIBUTIONS.

1.1 Contribution of Assigned IP. Assignor hereby contributes and assigns to Assignee, for no consideration, with effect from with effect from the effective date of this Agreement (the “**Effective Date**”), all of Assignor’s right, title, and interest in and to the Assigned IP.

(a) The Parties acknowledge that, from and after the execution of this Agreement, Assignee is the legal owner of the Assigned IP in any form or embodiment thereof. Assignor agrees not to do or suffer to be done any act or thing which may materially adversely affect any rights of Assignee in or to the Assigned IP.

(b) For the avoidance of doubt, Assignee shall be responsible for the maintenance of any patents or other intellectual property assets required by the U.S. Patent & Trademark Office or any other governmental or regulatory body.

1.2 Share Contribution. Upon and subject to the terms and conditions set forth in this Agreement, at the Closing (as hereinafter defined) Assignee hereby accepts and Assignor hereby contributes, as a contribution to capital of Assignee, all of Assignor's right, title and interest in the Shares for no consideration. The Shares will be recorded in Assignee's books at the value set forth in the books of Assignor and will result in a corresponding increase of the reserves from capital contributions of Assignee.

(a) **Closing.** The closing of this transaction (the "**Closing**") shall take place remotely via the exchanges of documents and signatures as of the date hereof.

(b) **Delivery of Shares.** At the Closing, Assignor shall execute such documents as may be necessary to pass to Assignee title to the Shares, free and clear of any Encumbrances (as hereinafter defined). In furtherance of the foregoing, Assignor hereby delivers to Assignee: (A) the original stock certificate representing the Shares for cancellation by Twingate Israel (the "**Original Stock Certificate**") and (B) an Assignment Separate from Certificate in substantially the form attached hereto as **Exhibit A** executed by Assignor in favor of Assignee. Assignor hereby (A) instructs Twingate Israel to cancel the Original Stock Certificate representing all of the Shares and to issue a new stock certificate evidencing the Shares in the name of Assignee, and (B) delivers to Assignee a counterpart signature page to this Agreement.

(c) **Title.** Assignor represents and warrants to Assignee that it has good and marketable title to the Shares, free and clear of all liens, equities, charges, claims, options, pledges, rights of other parties, voting trusts, proxies, stockholder or similar agreements, encumbrances or restrictions of any nature whatsoever (collectively, "**Encumbrances**"); and Assignor has the full and unrestricted right, power and authority to contribute the Shares to Assignee.

2. FURTHER ACTIONS. Each Party agrees to execute, acknowledge, and deliver such further instruments, including trademark assignment agreements or patent assignment agreements, and to do all such further acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

3. TRANSFER TAXES. Notwithstanding anything to the contrary, all transfer, documentary, stamp, sales, use, excise, or other taxes, duties or other charges assessed upon or incurred in connection with the transactions contemplated by this Agreement (collectively, "**Transfer Taxes**"), will be paid by Assignor. The parties intend that, to the extent permitted by applicable law, this Agreement shall constitute a "technology transfer agreement" within the meaning of California Revenue and Taxation Code Sections 6011(c)(10) and 6012(c)(10). The reasonable price for any tangible personal property transferred with intangible personal property pursuant to

this Agreement is \$25,000. To the maximum extent practicable, if requested by Assignee or as reasonably necessary to reduce or eliminate any applicable Transfer Taxes, all items of Assigned IP that are software or that are otherwise capable of being transmitted electronically shall be delivered solely by electronic means in a manner reasonably specified by Assignee.

4. REPRESENTATIONS AND WARRANTIES. Each Party hereby represents and warrants to the other Party as of the Effective Date that:

4.1 Corporate Existence and Power. It is a company or corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated, and has full corporate power and authority and the legal right to own and operate its property and assets and to carry on its business as it is now being conducted and as contemplated in this Agreement.

4.2 Authority and Binding Agreement. It has the corporate power and authority and the legal right to enter into this Agreement and perform its obligations hereunder; it has taken all necessary corporate action on its part required to authorize the execution and delivery of the Agreement and the performance of its obligations hereunder; and this Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, and binding obligation of such Party that is enforceable against it in accordance with its terms.

5. DISCLAIMER. THE ASSIGNED IP IS ASSIGNED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY STATED IN SECTION 4, NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR NON-MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, IS MADE OR GIVEN BY OR ON BEHALF OF A PARTY. ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

6. MISCELLANEOUS.

6.1 Entire Agreement. This Agreement, including the Exhibits attached hereto, sets forth the complete, final, and exclusive agreement and all the covenants, promises, agreements, and understandings between the Parties with respect to the subject matter hereof and supersedes, as of the Effective Date, all prior agreements and understandings between the Parties with respect to the subject matter hereof. There are no covenants, promises, agreements, or understandings, either oral or written, between the Parties with respect to such subject matter other than as are set forth herein. No subsequent amendment or change to this Agreement shall be binding upon the Parties unless reduced to writing and signed by an authorized officer of each Party.

6.2 Notices. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing in accordance with this Section, and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by confirmed facsimile or a reputable courier service,

or (b) five (5) business days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

If to Assignor: **TWINGATE HOLDINGS INC.**
541 Jefferson Ave, Suite 100
Redwood City, CA 94063
USA
Attention: Legal Department

If to Assignee: **TWINGATE INC.**
541 Jefferson Ave, Suite 100
Redwood City, CA 94063
USA
Attention: Legal Department

6.3 No Strict Construction; Headings. This Agreement has been prepared jointly and shall not be strictly construed against either Party. Ambiguities, if any, in this Agreement shall not be construed against any Party, irrespective of which Party may be deemed to have authored the ambiguous provision. The headings of each Article and Section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular Article or Section.

6.4 Assignment. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other, except that a Party may make such an assignment without the other Party's consent to an affiliate or to a successor to substantially all of the business of such Party to which this Agreement relates (whether by merger, sale of stock, sale of assets, or other transaction). Any permitted successor or assignee of rights and/or obligations under this Agreement shall, in writing to the other Party, expressly assume performance of such rights and/or obligations. Any permitted assignment shall be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section shall be null, void, and of no legal effect.

6.5 Severability. If any one or more of the provisions of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction from which no appeal can be or is taken, the provision shall be considered severed from this Agreement and shall not serve to invalidate any remaining provisions hereof. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

6.6 No Waiver. Any delay in enforcing a Party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written and signed waiver relating to a particular matter for a particular period of time.

6.7 Independent Contractors. Each Party shall act as an independent contractor, and nothing in this Agreement shall be construed to give either Party the power or authority to act for,

bind, or commit the other Party in any way. Nothing herein shall be construed to create the relationship of partners, principal and agent, or joint-venture partners between the Parties.

6.8 Governing Law. This Agreement and all disputes arising out of or related to this Agreement or any breach hereof shall be governed by and construed under the laws of the State of California, without giving effect to any choice of law principles that would require the application of the laws of a different state.

6.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Contribution Agreement in duplicate originals by their duly authorized officers as of the date first above written.

ASSIGNOR:

TWINGATE HOLDINGS INC.

DocuSigned by:

By: _____
F4B765B8EE544B5...
Name: Tony Huie
Chief Executive Officer
Title: _____

ASSIGNEE:

TWINGATE INC.

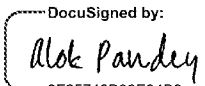
DocuSigned by:

By: _____
9F25742B88E94B3...
Name: Alok Pandey
Treasurer
Title: _____

EXHIBIT A

ASSIGNMENT SEPARATE FROM CERTIFICATE

Pursuant to that certain Contribution Agreement (the “**Agreement**”) dated as of the date hereof, by and between Twingate Holdings Inc. (“**TWINGATE HOLDINGS**”) and Twingate Inc. (“**TWINGATE US**”), **TWINGATE HOLDINGS** hereby transfers and contributes unto **TWINGATE US** all issued and outstanding shares of capital stock of **TWINGATE ISRAEL LTD.**, a company incorporated under the laws of Israel, standing in the name of **TWINGATE HOLDINGS** on **TWINGATE ISRAEL LTD.**’s books and represented by the Stock Certificate No. _____, and does hereby irrevocably constitute and appoint Cooley LLP to transfer said stock with full power of substitution in the premises.

Dated: _____

TRANSFEROR:

TWINGATE HOLDINGS INC.

By: _____

Name: _____

Title: _____