

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	S&W TECHNOLOGIES INC.	07/09/2020
RECEIVING PARTY DATA		
Name:	VALSOFT CORPORATION INC.	
Street Address:	7405 TRANSCANADA HIGHWAY, SUITE 100	
City:	MONTREAL	
State/Country:	CANADA	
Postal Code:	QUEBEC, H4T 1Z2	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7334190
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	617-556-3823	
Email:	trademarks@richmaylaw.com	
Correspondent Name:	ARVID VON TAUBE	
Address Line 1:	RICH MAY, P.C.	
Address Line 2:	176 FEDERAL STREET, 6TH FLOOR	
Address Line 4:	BOSTON, MASSACHUSETTS 02110	
NAME OF SUBMITTER:	ARVID VON TAUBE	
SIGNATURE:	/Arvid von Taube/	
DATE SIGNED:	07/31/2020	
Total Attachments: 5		
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment"), is effective as of the July 9, 2020, by and between S&W Technologies Inc., a New York corporation ("Assignor"), in favor of Valsoft Corporation Inc., a Quebec corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement (as defined below).

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 9, 2020 (the "**Asset Purchase Agreement**") pursuant to which Assignor has sold, and Assignee has purchased (a) the patents (to include design patents), utility models, and patent applications set forth on Schedule A attached hereto (the "**Transferred Patents**"), (b) patents (to include design patents), utility models, or patent applications (i) to which any of the Transferred Patents claims priority, (ii) for which any of the Transferred Patents forms a basis for priority, (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Transferred Patents, and/or (iv) which are subject to a terminal disclaimer with any of the Transferred Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) foreign and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; (e) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (d); (f) any invention, provisional patent application, patent application, and/or patent that is (i) owned by Assignor, (ii) assigned to Assignor, and/or (iii) subject to an obligation of assignment to Assignor, in each case of the foregoing clauses (i) through (iii), as of the date hereof, not otherwise included in any of the foregoing categories (a) through (e); and (g) any items in any of the foregoing categories (b) through (f), whether or not expressly listed as Transferred Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like and all other rights appurtenant (including, but not limited to, title and interest and the right to recover for past and future infringement in the United States of America and all other countries and jurisdictions of the world) in and to said patents (hereinafter referred to as the "**Patents**").

B. Assignee desires to acquire all rights, title and interest in and to the Patents worldwide.

C. Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Patents worldwide.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably sells, transfers and assigns to Assignee, and Assignee hereby accepts the assignment of, all rights, title and interest as Assignor may possess in, to and under the Patents worldwide, together with (i) all registrations and applications for the Patents, (ii) all income, royalties, damages and payments in respect of the Patents, (iii) the right, if any, to register, prosecute, maintain and defend the Patents before any public or private agency or registrar, and (iv) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Patents (whether arising prior to or subsequent to the date of this Assignment), and the right to fully and entirely stand in the place of Assignor in all matters related thereto. Assignee agrees that it shall be solely responsible for the payment of any and all maintenance fees, annuities, taxes, and the like from and after the date hereof.

2. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

3. Assignor shall execute and deliver such documents and instruments, provide such information, cooperation, assistance and otherwise take such steps as Assignee or its legal representatives may reasonably require, at Assignor's cost and expense, to evidence the transfer or assignment to Assignee of the Patents. Assignor hereby appoints Assignee's officers and legal counsel as Assignor's attorney-in-fact to execute all documents on behalf of Assignor and its employees (as applicable) solely for this limited purpose.

4. Whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with Assignee's rights in said Patents, or any division, continuation or continuation-in-part thereof, to be obtained therein, is lawful and desirable, Assignor will sign all papers and documents, take all lawful oaths, and do all acts reasonably necessary or required to be done for the procurement, maintenance, enforcement and defense of the Patents, but at the cost and expense of the Assignee.

5. This Assignment shall be governed by the governing law provision of the Asset Purchase Agreement. In the event of a conflict between the provisions herein and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Asset Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Asset Purchase Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the parties hereto. This Assignment may be executed in any number of counterparts by the parties hereto, each of which when so executed and delivered shall be deemed an original and all of which counterparts taken together constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Patent Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

ASSIGNOR

S&W TECHNOLOGIES INC.

By: _____
Name:
Title:
Address:

ASSIGNEE

VALSOFT CORPORATION INC.

By: _____
Name: Ouissam Youssef
Title: President
Address: 7405 Transcanada Highway, Suite 100
Montreal, Quebec, H4T 1Z2

SIGNATURE PAGE TO PATENT ASSIGNMENT

PATENT
REEL: 053365 FRAME: 0641

IN WITNESS WHEREOF, this Patent Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

ASSIGNOR

S&W TECHNOLOGIES INC.

By: *Ralph S. Smith* Chief Executive Officer
27 Anchor Bay Court
Bluffton SC, 29910

Name:

Title:

Address:

ASSIGNEE

VALSOFT CORPORATION INC.

By: _____

Name:

Title:

Address:

SCHEDULE A

Transferred Patents

Patent Details:

Interactive Video Tour System Editor

Patent Number: 7334190

Filing date: August 17, 2011