

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6317972

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MATHIEU RENE	07/15/2014
RECEIVING PARTY DATA		
Name:	PASSWORDBOX INC.	
Street Address:	4200 BOULEVARD ST-LAURENT	
Internal Address:	SUITE 610	
City:	MONTREAL QUEBEC	
State/Country:	CANADA	
Postal Code:	H2W 2R2	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16862191
CORRESPONDENCE DATA		
Fax Number:	(312)580-9696	
<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:	3125801020	
Email:	nbetancourt@hfzlaw.com	
Correspondent Name:	HANLEY, FLIGHT & ZIMMERMAN, LLC	
Address Line 1:	150 S. WACKER DRIVE	
Address Line 2:	SUITE 2200	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	P72101USC	
NAME OF SUBMITTER:	FELIPE HERNANDEZ	
SIGNATURE:	/Felipe Hernandez/	
DATE SIGNED:	09/25/2020	
Total Attachments: 5		
source=INVENTOR TO PASSWORD#page3.tif		
source=INVENTOR TO PASSWORD#page4.tif		
source=INVENTOR TO PASSWORD#page5.tif		
source=INVENTOR TO PASSWORD#page6.tif		

THIS CONFIRMATORY ASSIGNMENT is entered into this 15 day of July, 2014.

Between:

PasswordBox Inc. 4200, Boulevard St-Laurent, suite 610, Montreal Quebec, Canada H2W 2R2, (the "Assignee") and Mathieu René of 2986 Fullum, Montreal, H2W 3P4 (the "Assignor").

Background

- A. Assignee and Assignor are parties to an employment agreement or agreements, whether made orally or in writing (or both) under which the Assignor is employed by Assignee (the "Employment Agreement").
- B. Pursuant to the Employment Agreement the Assignor acknowledged Assignee's ownership of, and assigned to Assignee, all of Assignor's right, title and interest in and to the Intellectual Property, and Assignee and Assignor are entering into this Confirmatory Assignment to confirm and record Assignor's prior assignment and Assignee's prior ownership of the Intellectual Property, and to do so in a manner suitable for registration with applicable patent offices or trademark offices. By entering into the Employment Agreement the Assignor intended to then presently assign all of Assignor's right, title and interest in and to the Intellectual Property to Assignee.
- C. Pursuant to the Employment Agreement the Assignor agreed to execute such documents and take such steps to affirm the above intended transfer of Intellectual Property.

Agreement

For \$1.00 and other good and valuable consideration, including consideration previously provided under the Employment Agreement under which the Intellectual Property was originally assigned by the Assignee to the Assignor, the receipt and sufficiency of which consideration the Assignor hereby acknowledges, the Assignor covenants and agrees with Assignee as follows:

1. For the purposes of this Confirmatory Assignment, the parties agree to incorporate by reference any definitions set out in the Background section above.
2. For the purposes of this Confirmatory Assignment, "Intellectual Property" means:
 - (a) all research, information, inventions, designs, procedures, developments, discoveries, improvements, patents and applications therefore, trade names and trademarks and applications therefore, copyrights and applications therefore, trade secrets, drawings, plans, systems, methods, programs, specifications, domain names, any other forms of intellectual property, and all other manufacturing, engineering, technical, research and development data and know-how and trade secrets where any of the foregoing:
 - (i) were made, conceived, developed or acquired by the Assignor, whether solely or jointly with others during the period of the Assignor's employment;
 - (ii) were made, conceived, developed or acquired by the Assignor at the site of employment when performing work directed by the Assignee or for the purpose of the Assignee;
 - (iii) relate to the manufacture, production, processing of any products or services developed or sold by the Assignee during the term of the Employment Agreement; or
 - (iv) are within the scope or are usable in connection with the Assignee's business as it may, from time to time, hereafter be conducted or formally proposed to be conducted at meetings or in writing; and
 - (b) without in any way limiting the generality of any of the foregoing paragraphs, any and all intellectual property set out in Schedule A, and:

- (i) in the case of any patent or patent application listed in Schedule A, to any application for patent claiming subject matter relating thereto, and to all corresponding right, title and interest in and to any patent issued therefrom, and to any patent issued from a continuation, continuation-in-part, re-issue, divisional or re-examination application derived, or claiming priority, from the patent or patent application; and
 - (ii) in the case of a trademark application listed in Schedule A, to all corresponding right, title and interest in and to any trademark issued therefrom.
 - (c) for greater certainty, inventions, if any, patented or unpatented, which are in no way related to the Assignee's business are excluded from the scope of this Agreement. To preclude any possible uncertainty, the Assignor has set forth on Schedule B attached hereto a complete list of all Inventions that the Assignor has, alone or jointly with others, made, conceived, developed or acquired or caused to be made, conceived, developed or acquired which in no way relate to the Assignee's business, that the Assignor considers to be the Assignor's property or the property of third parties and that the Assignor wishes to have excluded from the scope of this Agreement (collectively referred to as "**Personal Inventions**"). If disclosure of any such Personal Invention would cause the Assignor to violate any prior confidentiality agreement, the Assignor understands that no such Personal Invention will be required to be listed in Schedule B but shall only disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Schedule B for such purpose. If no such disclosure is attached, the Assignor represents that there are no Personal Inventions.
3. The Assignor hereby confirms that he or she granted, sold, transferred, assigned and conveyed to the Assignee (and does hereby grant, sell, transfer, assign and convey to the Assignee), irrevocably and unconditionally, the Assignor's entire right, title and interest throughout the world in and to the Intellectual Property free and clear of all liens, encumbrances, and interests of third parties. The Assignor hereby represents and warrants that the Assignor had at all relevant times intended and agreed that Assignee would own the Intellectual Property from the time of creation and that this Confirmatory Assignment is executed to confirm the Assignee's existing ownership (and the Assignor's prior assignment) and is effective as, at and from the date of creation of each element of the Intellectual Property.
 4. The Assignor hereby waives in favour of the Assignee, irrevocably and unconditionally, any and all moral rights that the Assignee may have in the Intellectual Property. Without limiting the generality of the foregoing, this means that the Assignee may use or alter the Intellectual Property as it sees fit in its discretion, and is not required to designate the Assignor or any other person as the originator of the Intellectual Property.
 5. Upon request by the Assignee, the Assignor shall execute and deliver any documents or instruments that may be necessary or proper to vest all Intellectual Property in the Assignee or its nominee or designee and to enable the Assignee, or its nominee or designee to register all Intellectual Property.
 6. Upon request by the Assignee, the Assignor shall perform any and all acts that may be necessary or proper to vest all Intellectual Property in the Assignee or the Assignee's nominee or designee and required to enable the Assignee, or its nominee or designee, to register all Intellectual Property.
 7. Upon request by the Assignee, the Assignor shall render to the Assignee, or its nominee or designee, all such assistance as the Assignee may require in the prosecution of all of the Intellectual Property, and in the prosecution or defense of the Intellectual Property. The Assignee shall reasonably compensate the Assignor for expenses occurred by the Assignor in carrying out the Assignor's obligations as set out in this section.
 8. The Assignor hereby authorizes the firm of Borden Ladner Gervais LLP to insert any further application or registration details for the Intellectual Property as reasonably necessary to make this Confirmatory Assignment suitable for recordation in the patent offices or trademark offices of any country as may be required.
 9. This Confirmatory Assignment enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

[Section 10 and signature block follow on next page]

10. This Confirmatory Assignment is governed by, and shall be construed in accordance with, the laws of the Province of Quebec, Canada and the laws of Canada to the extent applicable therein.

Assignment From:

<p>Mathieu René</p> <p>Executed at <u>Montreal</u> City <u>Quebec, Canada</u> Province/State, Country</p> <p>This <u>15</u> day of <u>July</u>, <u>2014</u> Day Month Year</p> <p><u>[Signature]</u> Signature</p>	<p>Witness:</p> <p>I, <u>MAGALY Charbonneau</u> Print Name</p> <p>whose full post office address is <u>284 KENASHTON</u> <u>TMR QC H3R1M5</u></p> <p>was personally present and did see the Assignor named in this Confirmatory Assignment execute the within assignment and the Assignor is personally known to me.</p> <p><u>[Signature]</u> Signature</p>
--	--

Assignment To:

<p>PasswordBox Inc.</p> <p>Executed at <u>Montreal</u> City <u>Quebec</u> Province/State, Country</p> <p>This <u>15</u> day of <u>July</u>, <u>2014</u> Day Month Year</p> <p>By: <u>Richard Reiner</u> Print Name</p> <p>Title: <u>President</u> <u>[Signature]</u> Signature</p>	<p>Witness:</p> <p>I, <u>MAGALY Charbonneau</u> Print Name</p> <p>whose full post office address is <u>284 KENASHTON</u> <u>TMR QC H3R1M5</u></p> <p>was personally present and did see <u>Richard Reiner</u> Name</p> <p>execute the within assignment and such representative of the Assignee is personally known to me.</p> <p><u>[Signature]</u> Signature</p>
--	--

Schedule A
Intellectual Property applications and registrations

Patent application or patent	Country	Application number	Registration number
Automatic Placeholder FinderFiller	United States	61/931,247	
Secure Automatic Authorized Access To Mobile Applications Through A Third Party	United States	61/827,331	
	International	PCT/CA2014/050343	

**Schedule B
Personal Inventions**

Personal Inventions subject to a confidentiality agreement:

Invention or Improvement	Party(ies)	Relationship
-------------------------------------	-------------------	---------------------

**Personal Inventions that are not subject to a
confidentiality agreement:**

CONFIRMATORY ASSIGNMENT- WORLDWIDE