

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6711661

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MYDRIVE SOLUTIONS LIMITED	04/30/2020
RECEIVING PARTY DATA	
Name:	GENERALI JENIOT S.P.A
Street Address:	PIAZZA TRE TORRI NO. 1
City:	MILAN
State/Country:	ITALY
Postal Code:	20145
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10023200
Patent Number:	9701316
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>	
Email:	REQUEST@SLWIP.COM
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
Address Line 1:	PO BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	4172.002US1 / 4172.002US2
NAME OF SUBMITTER:	JONATHAN FERGUSON
SIGNATURE:	/JONATHAN FERGUSON/
DATE SIGNED:	05/14/2021
Total Attachments: 18	
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30 April 2020

MYDRIVE SOLUTIONS LIMITED

and

GENERALI JENIOT S.P.A.

GLOBAL IP ASSIGNMENT DEED

Amelia

Amelia

Amelia

THIS GLOBAL IP ASSIGNMENT DEED is dated 30 April 2020

PARTIES:

- (1) **MYDRIVE SOLUTIONS LIMITED**, a company incorporated in England and Wales under company number 07330334, having its registered office is at Unit 02.02.1, The Leather Market, Weston Street, London, SE1 3ER (the *Assignor*); and
- (2) **GENERALI JENIOT S.P.A.**, a company incorporated in Italy under fiscal code and VAT no. 06224480159, having its registered office at Piazza Tre Torri no. 1, 20145, Milan, Italy (the *Assignee*),

(each a *Party* and together, the *Parties*).

WHEREAS:

- (A) This Deed is entered into pursuant to an asset transfer agreement dated on or around the date of this Deed between the Assignor and the Assignee (the *Asset Transfer Agreement*).
- (B) The Assignor has agreed to enter into this Deed to assign to its right, title and interest in the Owned IP to the Assignee.

IT IS AGREED:

1. Definitions and Interpretation

- 1.1 Words and expressions used in this Deed shall be interpreted in accordance with Schedule 1.
- 1.2 Capitalised terms used but not defined in this deed shall have their respective meanings given to them in the Asset Transfer Agreement.

2. Assignment

- 2.1 Pursuant to and for the consideration set out in the Asset Transfer Agreement and with effect from the date of this Deed, the Assignor hereby assigns to the Assignee absolutely with full title guarantee its right, title and interest in the Owned IP, including without limitation:
 - (a) all statutory and common law rights attaching to the Owned IP, together with the goodwill of the business relating to the goods and services in respect of which that Owned IP is registered or used; and

(b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, unauthorised use or other cause of action arising from ownership of any of these Owned IP, whether occurring before, on or after the date of this Deed.

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3. Legal Relationship

Nothing in this Deed shall constitute a partnership between the Parties nor make any Party the agent of any other Party for any purpose.

4. Further Assurances

The Assignor shall, at the Assignee's cost, do anything that is required by law or otherwise that may be necessary to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Deed and to otherwise implement and give effect to this Deed.

Anna Marie Clark

5. Whole Agreement

The Parties agree that the Transaction Documents (as defined in the Asset Transfer Agreement) contain the whole agreement between the Parties relating to the subject matter of this Deed. This Deed shall not vary or otherwise affect the terms of, or the rights or obligations of the Parties under, the Asset Transfer Agreement.

6. Counterparts

This Deed may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

7. Variations

No amendment of this Deed shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to it.

8. Invalid Terms

8.1 Each of the provisions of this Deed is severable.

8.2 If and to the extent that any provision of this Deed:

8.2.1 is held to be, or becomes, invalid or unenforceable under the law of any jurisdiction; but

Dianna Hawan

8.2.2 would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this Deed, nor the validity or enforceability of that provision under the Law of any other jurisdiction, shall in any way be affected or impaired as a result of this Clause 8.2.

8.3 The Parties shall negotiate in good faith to amend or replace any invalid, void or unenforceable provision with a valid, binding and enforceable substitute provision or provisions, so that, after the amendment or replacement, the commercial effect of the Deed is as close as possible to the effect it would have had if the relevant provision had not been invalid, void or unenforceable.

9. Rights of Third Parties

Except as expressly stated in this Deed, no person who is not a Party to this Deed may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

10. Governing Law and Jurisdiction

10.1 This Deed and any disputes shall be governed by, and interpreted in accordance with, English law.

10.2 The Parties irrevocably agree that the English courts shall have exclusive jurisdiction in relation to all disputes and waives any objection to the exercise of that jurisdiction.

IN WITNESS of which this Deed has been executed as a Deed by or on behalf of each Party and is delivered and takes effect on the date stated at the beginning of this Deed.

Schedule 1
DEFINITIONS AND INTERPRETATION

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1. **Definitions.**

In this Deed, the following words and expressions shall have the following meanings:

Asset Transfer Agreement is defined in Recital (A);

Domain Names means those internet domain names set out in Schedule 5 and any other internet domain names owned by or registered in the name of, or on behalf of, the Assignor;

Excluded IP means the Intellectual Property Rights listed in Schedule 6, which shall remain in the ownership of the Assignor;

Intellectual Property Rights or *IPRs* means any rights (including any moral and economic rights regarding):

- (a) patents, utility models and rights in inventions;
- (b) rights in each of know-how, confidential information and trade secrets;
- (c) distinctive signs including but not limited to trademarks, service marks, rights in logos, trade names, rights in each of get-up and trade dress, rights to sue for passing off (including trade mark-related goodwill), and domain names;
- (d) copyright, database rights, rights in designs, and semiconductor topography rights;
- (e) any other intellectual property rights;
- (f) rights to sue for unfair competition or any other antitrust related matters (to the extent these rights exist); and
- (g) all rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in paragraphs (a) to (f) above,

in each case: (i) anywhere in the world; (ii) whether unregistered or registered (including all applications, rights to apply and rights to claim priority); and (iii) including all divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals;

Owned IP means, with the only exception of the Excluded IP, all the Intellectual Property *Rights* owned by the Assignor including:

- (a) the Software;
- (b) the Patents;
- (c) the Trade Marks;
- (d) Domain Names;

Amal K. Bhatnagar

Shamir Kowam

- (e) Websites;
- (f) rights arising under or in connection with the Contracts (as defined in the Asset Transfer Agreement); and
- (g) any other Intellectual Property Rights owned by the Assignor that is used in relation to the Business Assets (as defined in the Asset Transfer Agreement),

and in each case, all rights to bring and defend claims or actions in relation to the above, whether accruing before, on, or after Closing, including all rights to and claims for recovery of damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof;

Patents means the patents and/or patent applications owned by or registered in the name of the Assignor, including those set out in Schedule 3 (but excluding the patents in the Excluded IP);

Software means any object code, source code, computer program (comprising of a series of instructions, rules, routines or statements, regardless of the media in which they are recorded), recorded information (including design details, algorithms, processes, flow charts, formulas and related material) and other technology and all related technical and operational documentation (including all log-on details and administrator credentials) owned by, or licensed to, the Assignor, including those set out in Schedule 2;

Trade Marks means the trade marks owned by or registered in the name of the Assignor, including those set out in Schedule 4; and

Websites means the websites and any associated content, infrastructure, architecture, extension, tool, database owned by the Assignor, including that used in relation to the Business Assets (as defined in the Asset Transfer Agreement), and comprising those websites and content that are hosted on the Domain Names or on any other device, support or storage medium owned by, or used by, the Assignor.

2. **Interpretation.**

In this Deed, unless the context requires otherwise:

- (a) references to a *person* include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (in any case, whether or not it has separate legal personality);
- (b) references to a paragraph, clause or Schedule are to those of this Deed;
- (c) headings do not affect its interpretation;
- (d) the singular shall include the plural and vice versa, and references to one gender include all genders;

- (e) references to any English law legal term or concept shall, in respect of any jurisdiction other than England and Wales, be construed as references to the term or concept that most nearly corresponds to it in that jurisdiction;
 - (f) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as merely illustrative and shall not limit the sense of the words preceding those terms; and
 - (g) a reference to a right or an obligation of the Assignor in respect of the Owned IP shall be to the right or obligation of the Assignor in respect of the Owned IP that it owns.
3. **Enactments.** Except as otherwise expressly provided in this Deed, any reference to an enactment (which includes any legislation in any jurisdiction) includes references to: (i) that enactment as amended, consolidated or re-enacted by or under any other enactment whenever made; (ii) any enactment that that enactment re-enacts (with or without modification); and (iii) any subordinate legislation (including regulations) whenever made under that enactment, as amended, consolidated or re-enacted as described at (i) or (ii), except to the extent that any of the matters referred to in (i) to (iii) occurs on or after the date of this Deed and increases or alters the liability of a Party under this Deed.
4. **Schedules.** The Schedules comprise schedules to this Deed and form part of this Deed.
5. **Inconsistencies.** If there is any inconsistency between any definition set out in this Schedule and a definition set out in any clause or any other Schedule, then, for the purposes of construing that clause or Schedule, the definition set out in that clause or Schedule shall prevail.

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Deborah Rowson

Schedule 2
SOFTWARE

1. The algorithm owned by the Assignor for a proprietary process to analyse telematic data (the *Algorithm*), including:

- (a) all tangible embodiments of the Algorithm in source code, object code or any other form (and including for the Algorithm's operational support interface and a management interface); and
- (b) all technical and operational documentation relating to the Algorithm,

and in each case, ownership of all related intellectual property rights.

2. Ownership of:

- (a) the MyDrive Solutions mobile application (the *Mobile App*);
- (b) the MyDrive Solutions software development kit (the *SDK*); and
- (c) all technical and operational documentation relating to the Mobile App and SDK,

and in each case, ownership of all related intellectual property rights.

Schedule 3

PATENTS

COUNTRY CODE	PATENT TITLE	APP NUMBER	STATUS	PUB NUMBER	PUB DATE	GRANT NUMBER	GRANT DATE
GG	Driver Profiling system and Method	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
US	Driver profiling with context	13/825106	Granted	-	06 Feb 13	9701316	11 Jul 17
BG	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
AU	Driver profiling with context	201624711 7	Granted	-	-	201624711 7	20 Sept 18
CH	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
CY	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
MC	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
HR	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
IT	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
MT	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
EE	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16

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COUNTRY CODE	PATENT TITLE	APP NUMBER	STATUS	PUB NUMBER	PUB DATE	GRANT NUMBER	GRANT DATE
IE	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
AT	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
SM	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
IS	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
CA	Driver profiling with context	2811879	Granted	-	-	2811879	26 Jun 18
ES	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
LU	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
PL	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
PT	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
SE	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
LT	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
EP	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16

COUNTRY CODE	PATENT TITLE	APP NUMBER	STATUS	PUB NUMBER	PUB DATE	GRANT NUMBER	GRANT DATE
US	Driver profiling with context	15/582391	Granted	-	-	10023200	17 Jul 19
HU	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
GR	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
CZ	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
AL	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
FR	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
FI	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
DE	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
DK	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
MK	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
RS	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
SI	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16

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COUN TRY CODE	PATENT TITLE	APP NUMBER	STATUS	PUB NUMB ER	PUB DATE	GRANT NUMBER	GRANT DATE
NO	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
LV	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
GB	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
SK	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
BE	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
TR	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
NL	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16
RO	Driver profiling with context	11773811, 2	Granted	2619059	31 Jul 13	2619059	02 Nov 16

Schedule 4

TRADE MARKS

COUNTRY CODE	MARK	APP NUMBER	STATUS	PUB DATE	GRANT NUMBER	GRANT DATE	CLASSES	SPECS
GB	MyDrive	2576611	Registered	29 Apr 11	2576611	08 Jul 11	36; 42	36: Provision of insurance related services 42: Provision of data analysis services
GB	MyDrive	2516628	Registered	03 Jul 09	2516628	11 Sept 09	9	Software for providing road traffic speed forecasts for use in vehicles

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James M. Black

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Schedule 5

DOMAIN NAMES

DOMAIN NAME	REGISTRAR	RENEWAL DATE	OTHER INFORMATION
boxcompare.co.uk	Amazon Web Services (AWS)	May 15, 2020	
boxcompare.com	AWS	May 15, 2020	
ed-ge.io	AWS	Nov 21, 2020	
ed-ge.net	AWS	Nov 21, 2020	
ed-ge.org	AWS	Nov 21, 2020	
ed-ge.systems	AWS	Nov 21, 2020	
journeydynamics.co.uk	AWS	Dec 01, 2020	
journeydynamics.com	AWS	Dec 02, 2020	
journeydynamics.net	AWS	Oct 12, 2020	
journeydynamics.uk	AWS	June 16, 2020	
mydrive.systems	AWS	March 03, 2021	Production infrastructure
mydriveapi.com	AWS	Aug 14, 2020	
mydriveapp.com	AWS	Aug 14, 2020	
mydrivecover.co.uk	AWS	Mar 28, 2021	
mydrivecover.com	AWS	Mar 28, 2021	
mydriveinsurance.co.uk	AWS	Mar 28, 2021	
mydriveinsure.co.uk	AWS	Mar 28, 2021	
mydriveinsure.com	AWS	Mar 28, 2021	
mydrivesolutions.co.uk	AWS	Feb 15, 2021	MX records aliased to mydrivesolutions.com
mydrivesolutions.com	AWS	Feb 15, 2021	Corporate website, email
mydrivesolutions.de	AWS	Nov 01, 2020	Production infrastructure for German apps

mydrivesolutions.net	AWS	Feb 15, 2021	Production infrastructure
mydrivesolutions.org	AWS	Feb 15, 2021	
mydrivesolutions.uk	AWS	June 16, 2020	
mydrivesystems.co.uk	AWS	Feb 12, 2021	
mydrivesystems.com	AWS	Feb 12, 2021	
mydrivesystems.de	AWS	Nov 01, 2020	
mydrivesystems.net	AWS	Feb 12, 2021	Production infrastructure
mydrivesystems.org	AWS	Feb 12, 2021	Production infrastructure
mydrivesystems.uk	AWS	Jun 16, 2020	
trafficapi.com	AWS	Aug 14, 2020	
trafficspeedseq.com	AWS	Aug 14, 2020	
trymydrive.com	AWS	Jan 26, 2021	

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Schedule 6
EXCLUDED IP

Patents

COUNTRY CODE	PATENT TITLE	APP NUMBER	STATUS	PUB NUMBER	PUB DATE	GRANT NUMBER	GRANT DATE
EP	Driver profiling with context - divisional with sorting step	16196542, 1	Pending	3162651	03 May 17	-	-

Trade marks

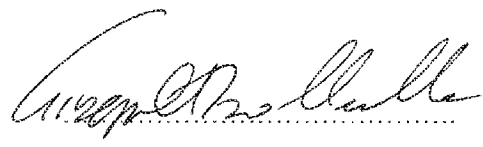
COUNTRY CODE	MARK	APP NUMBER	STATUS	PUB DATE	GRANT NUMBER	GRANT DATE	CLASS	SPECS
GB	Journey Dynamics	2557216	Registered	08 Oct 10	2557216	17 Dec 10	42	Software developers Specialising in road traffic speed forecasting and driver behaviour analysis solutions
GB	TrafficSpeedsEQ	2537153	Registered (allow to lapse)	19 Feb 10	2537153	30 Apr 10	9	Software providing road traffic forecasting

SIGNATURE PAGES

Chella

EXECUTED as a Deed by)
MYDRIVE SOLUTIONS LIMITED)
a company incorporated in the United Kingdom
acting by

GIUSEPPE OTTAVIDO MANNELLA)
under a power of attorney dated 29 April 2020 in)
the presence of the specified witness



Witness *Liliana Giavazzi*

Name LILIANA GIAVAZZI

Address MILANO - VIA S. MARIA FULCORINA N. 2

Occupation EMPLOYEE

EXECUTED as a Deed by)
GENERALI JENIOT S.P.A)
a company incorporated in Italy)
acting by

GIACOMO RIDELLA
under a power of attorney dated 29 April 2020 in)
the presence of the specified witness

Giacomo Riddella

Witness *Liliana Giovanardi*

Name *LILIANA GIAUARDI*

Address *MILANO - VIA SANTA MARIA FULCORINA N.2*

Occupation *EMPLOYEE*