

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6832822

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MAGNET FORENSICS INC.	11/25/2020
RECEIVING PARTY DATA	
Name:	MAGNET FORENSICS INVESTCO INC.
Street Address:	2220 UNIVERSITY AVENUE EAST, SUITE 300
City:	WATERLOO, ONTARIO
State/Country:	CANADA
Postal Code:	N2K 0A8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17038069
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:	519-721-4007
Email:	kit@owninnovation.ca
Correspondent Name:	OWN INNOVATION
Address Line 1:	210-137 GLASGOW ST
Address Line 4:	KITCHENER, ONTARIO, CANADA N2G 4X8
ATTORNEY DOCKET NUMBER:	P0459US
NAME OF SUBMITTER:	JAMES W. HINTON
SIGNATURE:	/JWH/
DATE SIGNED:	07/27/2021
Total Attachments: 4	
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS **INTELLECTUAL PROPERTY ASSIGNMENT** (this “**Assignment**”) is made on November 25, 2020 (the “**Effective Date**”) between **MAGNET FORENSICS INC.**, a corporation under the laws of the Province of Ontario (the “**Assignor**”) and **MAGNET FORENSICS INVESTCO INC.**, a corporation under the laws of Ontario (the “**Assignee**”).

RECITALS:

- A. The Assignor and the Assignee are party to a Technology Transfer Agreement dated the Effective Date, pursuant to which the Assignee agrees to purchase and does purchase from the Assignor certain intellectual property rights, all in accordance with and subject to the terms set forth therein (the “**IP Purchase Agreement**”); and
- B. The Assignor and the Assignee wish to execute this Assignment pursuant to Section 4.1 of the Technology Transfer Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

1. **Assignment.** The Assignor hereby absolutely and irrevocably sells, assigns, transfers, conveys and delivers to the Purchaser the following (the “**Transferred IP**”):
 - (1) the patents and patent applications set forth in Attachment A hereto;
 - (2) the registered trade-marks and trade-mark applications set forth in Attachment A hereto, including all goodwill associated therewith;
 - (3) the registered copyrights and copyright applications set forth in Attachment A hereto;
 - (4) the registered industrial designs and industrial design applications set forth in Attachment A hereto;
 - (5) any and all rights to sue and recover damages for past, present and future infringements, misappropriations and other violations of any of the foregoing; and
 - (6) any and all rights to collect income and royalties from any of the foregoing.
2. **Recordation.** The Assignor authorizes and requests that the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office and any other governmental authority in any jurisdiction throughout the world record this Assignment.
3. **Relationship to IP Purchase Agreement.** This Assignment has been entered into in conjunction with the provisions of the IP Purchase Agreement. The parties acknowledge and confirm that the rights and remedies of the parties with respect to the Transferred IP are more fully set forth in the IP Purchase Agreement, the terms of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the IP Purchase Agreement, the provisions of the IP Purchase Agreement will control.
4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in such Province and this Agreement shall be treated, in all respects, as an Ontario contract.

5. Successors and Assigns. This Assignment shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Assignment, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile, email in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Assignment to the receiving party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Assignment as of the date first above written.

MAGNET FORENSICS INC.

Per: 
Name: Adam Belsher
Title: Chief Executive Officer

MAGNET FORENSICS INVESTCO INC.

Per: 
Name: Adam Belsher
Title: Chief Executive Officer

[Signature Page to the Assignment Agreement]

TITLE	STATUS	FILING NO.	COUNTRY
SYSTEM AND METHOD FOR TARGETED ENDPOINT DATA ACQUISITION	In progress	17/038,069	United States
		20020443.6	EU
		3094874	Canada

Axiom Trade-marks:

Mark	Country	Status	Application No.	Registration No.	First Use
AXIOM	Canada	Registered	N/A	TMA993077	N/A
AXIOM	United Kingdom	In progress	3445151	N/A	N/A
AXIOM	United States	Registered	N/A	5538063	N/A
AXIOM	European Union	Registered	N/A	018154672	N/A
AXIOM	European Union	Registered	N/A	015309081	N/A
AXIOM	Australia	Registered	N/A	1765615	N/A
CONNECTIONS	N/A	Non-registered	2017	2017	2017
AXIOM CYBER	N/A	Non-registered	2019	2019	2019
AXIOM EXAMINE	N/A	Non-registered	2016	2016	2016
AXIOM PROCESS	N/A	Non-registered	2016	2016	2016

Registered Copyrights and Registered Copyright Applications

None

Registered Industrial Designs and Industrial Design Applications

None