

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6976264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PENTAX OF AMERICA, INC.	08/31/2021
RECEIVING PARTY DATA	
Name:	PROVATION SOFTWARE, INC.
Street Address:	533 SOUTH THIRD STREET, #300
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55415
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7231135
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	96672-10140
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	10/19/2021
Total Attachments: 8	
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INTELLECTUAL PROPERTY ASSIGNMENT

August 31, 2021

This Intellectual Property Assignment (this "IP Assignment") is entered into by and between PENTAX OF AMERICA, INC., a Delaware corporation ("US Seller"), on the one hand, and PROVATION SOFTWARE, INC., a Delaware corporation ("US Buyer"), on the other hand.

WITNESSETH:

WHEREAS, US Seller, US Buyer, and Pentax Canada Inc., a British Columbia company ("Canadian Seller" and, together with US Seller, each a "Seller Party" and, collectively, the "Seller Parties"), are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, the Seller Parties agreed to sell, assign, transfer, convey and deliver to US Buyer, and US Buyer agreed to purchase, or cause another Buyer Party to purchase, from the applicable Seller Party, all of the Seller Parties' right, title and interest in and to the Transferred Assets.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, US Seller and US Buyer hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein will have the respective meanings assigned to such terms in the Purchase Agreement.

2. Assignment. Effective as of the Closing, US Seller hereby sells, assigns, transfers, conveys and delivers to US Buyer, free and clear of any Liens (other than Permitted Liens), all of US Seller's right, title and interest in, to and under the Business Owned IP, other than the Business Owned IP which is being conveyed by Canadian Seller to ProVation Software Canada, Inc., a British Columbia company, pursuant to that certain Intellectual Property Assignment, dated as of even date herewith (the "Canada Business Owned IP"), including the following:

(a) the trademarks, trademark registrations and trademark applications listed in Exhibit A and all issuances, extensions and renewals thereof (the "Assigned Marks");

(b) the patents listed in Exhibit B and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed and claimed in any of the foregoing (the "Assigned Patents");

(c) the copyrights and copyright registrations, applications for registration and exclusive copyright licenses listed in Exhibit C and all issuances, extensions and renewals thereof (the "Assigned Copyrights");

(d) all goodwill connected with the use of, and symbolized by, the Assigned Marks, the Assigned Patents and the Assigned Copyrights;

(e) all rights to enforce, and bring actions for all past, present and future infringement or violation of any of the Assigned Marks, the Assigned Patents or the Assigned

Copyrights, seek damages, costs, profits, injunctive relief and other legal and equitable remedies on account thereof, and to settle, and collect and retain the proceeds therefrom;

(f) all rights to collect royalties and other payments under or on account of any of the Assigned Marks, the Assigned Patents or the Assigned Copyrights;

(g) all rights to apply for, file, register, maintain, extend or renew same, and seek protection therefor, with full benefit of such priority as may now or hereafter be granted to US Seller by applicable Law; and

(h) all other rights with respect thereto.

3. Recordation. US Seller authorizes the Commissioner for Trademarks and the Commissioner for Patents of the USPTO and any other government officials to record and register this IP Assignment upon request by US Buyer.

4. Further Assurances. At any time or from time to time hereafter, US Seller will, at the reasonable request of US Buyer, take all additional action as may be necessary to put US Buyer in operating control of any of the Business Owned IP that does not constitute Canada Business Owned IP, and will execute, acknowledge and deliver such additional instruments of conveyance, power of attorney, sale, assignment or transfer, and take such additional actions as US Buyer may reasonably request in order to more effectively consummate the transactions contemplated by this IP Assignment.

5. Third-Party Consents. The terms of Section 2.5 of the Purchase Agreement are hereby incorporated by reference.

6. Effect of Agreement. This IP Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This IP Assignment is made without representation or warranty, except as provided in the Purchase Agreement. Nothing contained in this IP Assignment will be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this IP Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

7. Counterparts. This IP Assignment may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which shall be considered one and the same agreement, and shall become effective when each party has received counterparts signed by each of the other parties, it being understood and agreed that delivery of a signed counterpart signature page to this IP Assignment by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document shall constitute valid and sufficient delivery thereof.

8. Governing Law. This IP Assignment will be governed by and construed in accordance with the Laws of the State of Delaware that apply to agreements made and performed entirely within the State of Delaware, without regard to the conflicts of law provisions thereof or of any other jurisdiction.

9. Amendment. This IP Assignment may not be amended or modified except by an instrument in writing signed by each of US Seller and US Buyer.

10. Successors and Assigns. This IP Assignment and the various rights and obligations arising hereunder will inure to the benefit of and be binding upon each of US Buyer and US Seller, and their respective successors and permitted assigns.

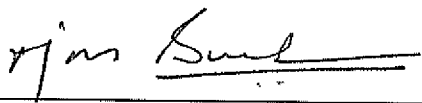
11. Assignment. Neither this IP Assignment nor any of the rights, interests or obligations hereunder may be assigned by any party hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other party hereto; provided, however, that without such prior written consent: (a) US Buyer may assign its rights and/or delegate its obligations under this IP Assignment (in whole but not in part) to any Affiliate of US Buyer; (b) any or all of the rights and interests and/or obligations of US Buyer under this IP Assignment: (i) may be assigned and/or delegated to any purchaser of a substantial portion of the assets of US Buyer or any of its Affiliates (whereupon US Buyer shall cease to have any further liabilities or obligations hereunder and thereunder); and (ii) may be assigned as a matter of law to the surviving entity in any merger, consolidation, share exchange or reorganization involving US Buyer or any of its Affiliates; and (c) US Buyer and its Affiliates shall be permitted to collaterally assign, at any time and in their sole discretion, their respective rights hereunder to any lender or lenders providing financing to US Buyer or any of its Affiliates (including any agent for any such lender or lenders) or to any assignee or assignees of such lender, lenders or agent. Subject to the preceding sentence, this IP Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any purported assignment in violation of the provisions of this IP Assignment shall be null and void *ab initio*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first set forth above.

US SELLER:

PENTAX OF AMERICA, INC.

By: 
Name: OJAS A. BUCH
Title: PRESIDENT

US BUYER:

PROVATION SOFTWARE, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first set forth above.

US SELLER:

PENTAX OF AMERICA, INC.

By: _____
Name:
Title:

US BUYER:

PROVATION SOFTWARE, INC.

By:  _____
Name: Daniel Hamburger
Title: Chief Executive Officer

EXHIBIT A

ASSIGNED MARKS

1. US Trademark 75112837 ENDOPRO.
2. US Trademark 85017611 ENDOPRO IQ.
3. US Trademark 87131827 I-TRAC.

EXHIBIT B

ASSIGNED PATENTS

1. US Patent 7231135 (patent family CA 2386829).

EXHIBIT C

ASSIGNED COPYRIGHTS

N/A.