

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7008962

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALEJANDRO BREMER SADA	10/29/2021
RECEIVING PARTY DATA		
Name:	MODERN CLEANING CONCEPT L.P.	
Street Address:	695 90E AVENUE	
City:	MONTRÉAL	
State/Country:	CANADA	
Postal Code:	H8R 3A4	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17519098
CORRESPONDENCE DATA		
Fax Number:	(416)361-2525	
<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:	4163676404	
Email:	jsanford@blg.com	
Correspondent Name:	BORDEN LADNER GERVAIS LLP	
Address Line 1:	100 QUEEN ST, SUITE 1300	
Address Line 4:	OTTAWA, CANADA K1P 1J9	
ATTORNEY DOCKET NUMBER:	PAT 110974-2	
NAME OF SUBMITTER:	JANET SANFORD	
SIGNATURE:	/Janet Sanford/	
DATE SIGNED:	11/04/2021	
Total Attachments: 2		
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Confirmatory Intellectual Property Assignment and Waiver

This Confirmatory Intellectual Property Assignment and Waiver (the “**Assignment and Waiver**”) is effective as of October 29th, 2021 (the “**Effective Date**”) by and between Modern Cleaning Concept L.P., having its office at 695 90e Avenue, Montréal, Québec H8R 3A4, Canada (the “**Assignee**”) and Alejandro Bremer Sada, of Priv. 20 de Noviembre 420-16, Col. Tampiquito, San Pedro Garza García, NL 66240, Mexico, (the “**Assignor**”).

For good and valuable consideration, the receipt and sufficiency of which each of the Assignor and the Assignee hereby acknowledge:

1 In this Agreement:

- (a) “**Agreement**” means the written or verbal agreement or arrangement between the Assignee and the Assignor, including an employment agreement or agreements, entered into before the Effective Date, under which the Assignee compensated the Assignor for Technology development related services, Assignor’s technical expertise and for the Work Product, and for the ownership of the Intellectual Property Rights in the Work Product.
- (b) “**Intellectual Property Rights**” means any and all intellectual property of any kind whatsoever, whether or not registered or registrable, including (i) copyright, moral rights, and other rights in works of authorship, (ii) patents, patent disclosures and inventions (whether patentable or not), (iii) industrial designs and design rights, (iv) database rights, (v) trademarks, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith (vi) trade secrets, know-how, confidential information, and other information and (vii) all other intellectual property rights, whether registrable or not, including all applications, registrations, renewals, extensions, continuations, continuations-in-part, divisions, divisionals, reissues, re-examinations and restorations relating to any of the foregoing rights in (i)-(v) now or hereafter in force and effect throughout all or any part of the world.
- (c) “**Software**” means firmware, software, programs, apps, applications, code (including object code and source code), interfaces, application programming interfaces, algorithms, tools, databases, designs and documentation or other documents or reports related to any of the foregoing.
- (d) “**Technology**” means any technology (including Software) in any of the products, equipment, hardware or programs being sold, licensed or developed by the Assignee as the Effective Date, such products including the FotoFinish software.
- (e) “**Work Product**” means: all works, materials, software, documentation, data, databases, designs, reports, graphical user interfaces, “look and feel” design elements, flowcharts, trade-marks, domain names, specifications, source code and related documentation, concepts, ideas, inventions, algorithms, formulae, know-how, trade secrets, processes, methods, apparatus, techniques, systems and improvements, whether patentable or not and any related works and all Intellectual Property Rights therein, developed or reduced to practice by the Assignor, alone or jointly with others, during the course of Assignor’s performance of the Technology development related services for or on behalf of Assignee;
- (f) The terms “including”, “include” and “includes” are deemed to be followed by the statement “without limitation”, and neither of these terms will be construed to limit any word or statement it follows.

2 The Assignor agrees that the Assignor intended and agreed pursuant to the Agreement that the Assignee would own all right, title and interest in and to the Work Product, including any and all Intellectual Property Rights in the Work Product, automatically at the time of its creation, and that this Assignment and Waiver is executed to confirm the Assignee’s ownership in the Work Product and any and all Intellectual Property Rights in the Work Product, effective as, at and from the date of creation of the applicable Work Product.

3 Without any further consideration, the Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to the Assignee any and all of the Assignor’s worldwide right, title and interest in the Work Product (including all Intellectual Property Rights in the Work Product), free and clear of all liens, encumbrances, and interests of third parties, without any limitation of time and without any restriction whatsoever. Without any further consideration, the Assignor hereby irrevocably and unconditionally waives in favor of the Assignee and the Assignee’s successors, assigns and licensees any and all non-transferable rights (including any and all moral rights and rights of authorship) that the Assignor has throughout the world in, to or associated with the Work Product.

4 If and to the extent that the foregoing assignment, transfer, conveyance and waiver are not effective or cannot be made for any reason: (a) the Assignor shall hold in trust all right, title and interest in, to and associated with such Work Product (and any and all Intellectual Property Rights in the Work Product) until Assignor can assign, transfer and convey to the Assignee, and Assignor shall, without further consideration, transfer, assign and convey to the Assignee all right, title and

5 The Assignor shall provide all further assistance as may be reasonably requested by the Assignee or the Assignee's successors or assigns to perfect, register, protect and enforce the Assignee's rights in the Work Product and in any and all Intellectual Property Rights in the Work Product.

6 The Assignor represents and warrants to the Assignee that: (a) the Assignor has not sold, transferred or assigned to any person other than the Assignee any right, title or interest in the Work Product including any Intellectual Property Rights in the Work Product, (b) other than as permitted by the Assignee, and other than the Assignee's employees, consultants or other service providers, the Assignor is the only person who created or contributed to the Work Product, (c) other than as permitted by the Assignee, all Work Product is original works created solely for the Assignee, and does not incorporate or copy, and is not based upon or derived from, any third party Intellectual Property Rights, (d) to the best of the Assignor's knowledge, the use of the Work Product will not infringe the Intellectual Property Rights of any other person and (e) any Work Product that is Software does not include any open source Software other than that which has been disclosed or is otherwise known to the Assignee.

7 This Assignment and Waiver is governed by, and construed in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable therein without regard to its choice of laws principles. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Québec for the purpose of any suit, action or other proceeding arising out of this Assignment and Waiver or the subject matter hereof brought by either party or their successors or assigns.

8 This Assignment and Waiver may be executed in counterparts, each of which is deemed an original, and all of which together is deemed to be one and the same agreement. A signed copy of this Assignment and Waiver delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment and Waiver.

9 The parties acknowledge that they have required that this Assignment and Waiver be prepared in the English language. Les parties reconnaissent avoir exigé que la présente convention soit rédigée en anglais.

REEL: 058028 FRAME: 0831