507008228 12/03/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7055065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
YOU I LABS INC.	10/31/2021

RECEIVING PARTY DATA

Name:	WM INTERACTIVE MEDIA HOLDINGS INC.		
Street Address:	30 HUDSON YARDS		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10011		

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	17092921
Patent Number:	8817074
Patent Number:	9858050
Patent Number:	10833956

CORRESPONDENCE DATA

Fax Number: (416)361-2525

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.

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:	PAT88326;88327;88328-2/A2
NAME OF SUBMITTER:	JANET SANFORD
SIGNATURE:	/Janet Sanford/
DATE SIGNED:	12/03/2021

Total Attachments: 6

source=PAT 88326 2 88327 2 88328 2 88328A2 Assignment to WM Interactive Media#page1.tif source=PAT 88326 2 88327 2 88328 2 88328A2 Assignment to WM Interactive Media#page2.tif source=PAT 88326 2 88327_2_88328_2_88328A2_Assignment_to_WM_Interactive_Media#page3.tif

source=PAT_88326_2_88327_2_88328_2_88328A2_Assignment_to_WM_Interactive_Media#page4.tif source=PAT_88326_2_88327_2_88328_2_88328A2_Assignment_to_WM_Interactive_Media#page5.tif source=PAT_88326_2_88327_2_88328_2_88328A2_Assignment_to_WM_Interactive_Media#page6.tif

DISTRIBUTION AGREEMENT made as of October 31, 2021 (the "Effective Date")

BETWEEN: YOU I LABS INC., a corporation existing under the laws of

the Province of British Columbia,

(hereinafter referred to as "You i"),

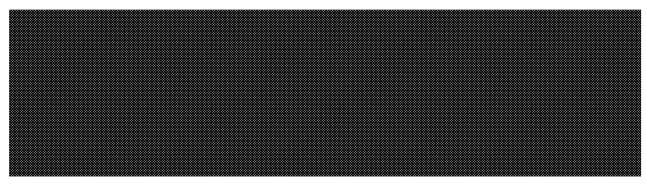
AND: WM INTERACTIVE MEDIA HOLDINGS INC., a

corporation existing under the laws of the state of

Delaware,

(hereinafter referred to as "WM" and, together with You i,

the "Parties"),



AND WHEREAS You i wishes to distribute, transfer, and assign all of its right, title and interest in and to the Intellectual Property (as hereinafter defined) to WM, and WM wishes to accept such distribution, transfer, and assignment, all on and subject to the terms and conditions set forth in this Agreement;

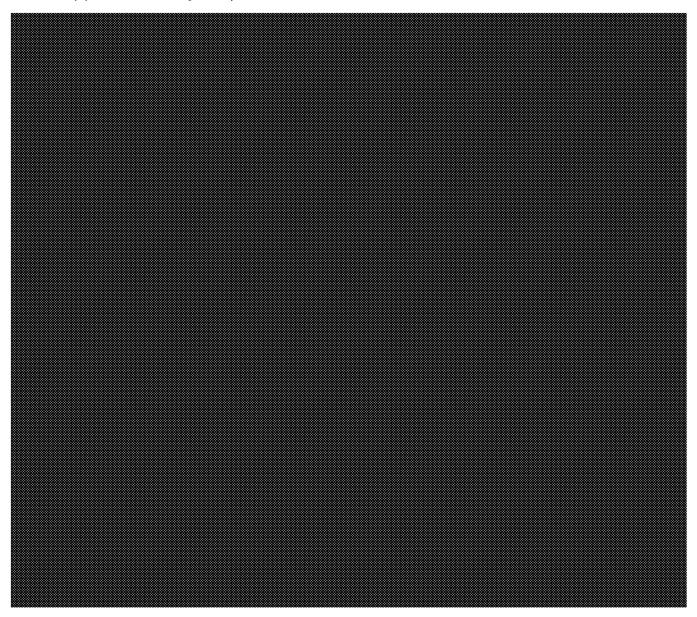
NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants herein set forth, the Parties agree as follows:

- 1. Rules of Construction. Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:
 - (a) the terms "Agreement", "this Agreement", "the Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
 - (b) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
 - (c) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders; and
 - (d) the word "including" is deemed to mean "including without limitation".

- 2. <u>Defined Terms.</u> For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:
 - (a) "Effective Date" has the meaning set out on the first page of this Agreement;
 - (b) "Intellectual Property" means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, re-examinations, extensions, or restorations of any of the foregoing, and other governmental body-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) ("Patents"); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration. and renewals of, any of the foregoing ("Trademarks"); (c) copyrights and copyrightable works of authorship, and all registrations, applications for registration, and renewals of any of the foregoing; (d) Internet domain names and social media accounts or user names (including "handles"), whether or not Trademarks, and all associated web addresses and URLs ("Domain Names"); (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, and all registrations, applications for registration. and renewals thereof; (g) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein, in each case that: (A) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; (h) rights of publicity; (i) all other intellectual property or industrial property rights; (j) all claims and causes of action with respect to the foregoing, whether accruing before, on, or after the date hereof/accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof; and (k) to the extent owned or developed by You i, computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, specifications, and documentation thereof, in each case that is owned by, or purported to be owned by, You I, including those items listed in Exhibit "A".
 - (d) "Transfer" has the meaning set out in Section 3(a);
 - (e) "WM" has the meaning set out on the first page of this Agreement; and
 - (f) "You i" has the meaning set out on the first page of this Agreement.

3. <u>Distribution.</u>

- (a) You i hereby (a) distributes, transfers, and assigns to WM (the "Transfer") all right, title and interest You i has, or may, now or hereafter, have, in the Intellectual Property; (b) waives all moral rights You i may, now or hereafter, have in the Intellectual Property that is protected by copyright in relation to such assignments; and (c) agrees, at the expense of WM, to do all acts necessary and to execute all documents necessary or desirable to secure and evidence ownership of the Intellectual Property in favour of WM.
- (b) WM hereby accepts the Transfer.



6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions,

express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein.

- 7. Governing Law. This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable in that province
- 8. <u>Severability.</u> This agreement should not be considered only as an indivisible whole. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby remains consistent with the original intent of the parties as of the date of this Agreement.
- 9. <u>Further Assurances.</u> Each of the Parties shall, from time to time hereafter and upon any reasonable request of the other, do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement, including such other instruments of sale, transfer, conveyance, assignment, confirmation, certificates and other instruments as may be reasonably requested in order to more effectively transfer, convey and assign the Assets and to effectuate the transactions contemplated herein.
- 10. <u>Successors and Assigns.</u> This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the Parties and their respective successors and permitted assigns
- 11. <u>Counterparts.</u> This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.
- 12. Effective Date. This Agreement shall be effective as of the Effective Date.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

Ву	Patrick Perkins
	Name: Patrick Perkins
	Title: SVP, Chief IP Counsel
WN	INTERACTIVE MEDIA HOLDINGS INC.
Ву	Daniel Weinberger
	Name: Daniel Weinberger
	Title: Assistant Secretary

EXHIBIT A

Jurisdiction	Title	Application	Registration	Filing	Issue	Status	Other
		Serial Number	Number	Date	Date		
United States	Method of Calculating 3D Object Data within Controllable Constraints for Fast Software Processing on 32 Bit RISC CPUs	13/024,814	8,817,074	Feb. 10, 2011	Aug. 26, 2014	Issued	Patent
United States	System and Method for Streamlining User Interface Development	13/933,351	9,858,050	Jul. 2, 2013	Jan. 2, 2018	Issued	Patent
PCT	System and Method for Streamlining User Interface Development	PCT/CA2014/ 000530	NA	Jun. 30, 2014	N/A	Expired	PCT Patent Application (Claiming priority from US 13/933,351)
European Patent Office	System and Method for Streamlining User Interface Development	EP14819710.6	NA	Feb 2, 2016	NA NA	Pending	EP Patent Application (Based on PCT/CA2014/
Canada	System and Method for Streamlining User Interface Development	2,922,860	NA	Mar. 1, 2016	N/A	Pending	Patent Application (National entry of PCT/ CA2014/ 000530)
United States	System and Method for Streamlining User Interface Development	15/856,465	NA NA	Dec. 28, 2017	N/A	Pending	Continuation Patent Application (Child of 13/933,351)
United States	System and Method for Cloud-Based User Interface Application Deployment	15/851,481	10,833,956	Dec. 21, 2017	Nov. 10, 2020	Issued	Patent (Claims priority from 62/437,237)
United States	System and Method for Cloud-Based User Interface Application Deployment	17/092,921	N/A	Nov. 9, 2020	N/A	Pending	Continuation Patent Application (Claims priority from 62/437,237)
United States	Cloud-Based User Interface Design and Deployment Platform	62/437,237	N/A	Dec. 21, 2016	N/A	Expired	Provisional Patent Application
PCT	System and Method for Cloud-Based User Interface Application Deployment	PCT/CA2017/05 1582	N/A	Dec. 21, 2017	NA	Pending	PCT Patent Application

Canada	System and Method for Cloud-Based User interface Application Deployment	3,047,851	NA NA	June 20, 2019	NA	Issued	Patent Application (National entry of PCT/CA2017/051582)
EPO	System and Method for Cloud-Based User Interface Application Deployment	17883158.2	N/A	July 15, 2019	N/A	Pending	EP Patent Application (Based on PCT/CA2017/051582)
United States	Multi-Touch Interface	61/061,104	N/A	June 12, 2008	N/A	Expired	Provisional Patent Application
United States	Apparatus and Method for Providing Multi-Touch Interface Capability	12/483,412	N/A	June 12, 2009	N/A	Abandone d	Patent Application

RECORDED: 12/03/2021