

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7076852

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | COURT ORDER ENFORCING PATENT AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | | | Execution Date |
| AOD CORPORATION | | | 06/15/2021 |
| RECEIVING PARTY DATA | | | |
| Name: | MIRAMARE INVESTMENTS INCORPORATED | | |
| Street Address: | 111 ECHO DRIVE | | |
| Internal Address: | SUITE 12 | | |
| City: | OTTAWA, ONTARIO | | |
| State/Country: | CANADA | | |
| Postal Code: | K1S 5K8 | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | | |
| Application Number: | 15188416 | | |
| Application Number: | 12653089 | | |
| Application Number: | 10587405 | | |
| Application Number: | 15836843 | | |
| Patent Number: | 9876731 | | |
| Application Number: | 16219195 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (216)579-6073 | | |
| <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: | 2165791700 | | |
| Email: | ascheidler@pearne.com | | |
| Correspondent Name: | PEARNE & GORDON LLP | | |
| Address Line 1: | 1801 EAST 9TH STREET | | |
| Address Line 2: | SUITE 1200 | | |
| Address Line 4: | CLEVELAND, OHIO 44114 | | |
| ATTORNEY DOCKET NUMBER: | GOWL-J9248 | | |
| NAME OF SUBMITTER: | STEVEN J. SOLOMON | | |
| SIGNATURE: | /stevenjsolomon/ | | |
| DATE SIGNED: | 12/16/2021 | | |

PATENT

Total Attachments: 10

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PATENT AGREEMENT

THIS PATENT AGREEMENT (the "Agreement") dated this 30 day of January 2012

BETWEEN:

Miramare Investments Incorporated of 111 Echo Drive, Suite 12, Ottawa Ontario, K1S 5K8
(the "New Investors or NI")

OF THE FIRST PART

- AND -

Alain L. Mercier, 3 du Grésil Gatineau, Qc J9A 3K4
(the "Trustee")

OF THE SECOND PART

BACKGROUND:

1. Wrapped Apps Corporation had a variety of patent applications pending prior to it being subject to foreclosure and becoming inactive (the "Patents").
2. Prior to becoming inactive, Wrapped Apps Corporation granted a security interest in its Intellectual Property, including the Patents, to Alain L. Mercier as a nominee acting on behalf of the "Secured Parties" to Wrapped Apps, in support of Notes pursuant to an Intellectual Property Security Agreement 20070327 1519 1590 1873, registered in accordance with the *Personal Property Security Act* (Ontario) and dated March 27, 2007.
3. The Secured Parties have assigned their interests in the Intellectual Property of Wrapped Apps Corporation to Apps On Demand Corporation ("AOD") for further commercial development; however, AOD does not have the capacity to pursue the Patents, which are in danger of becoming irretrievably abandoned.
4. The New Investors are interested in evaluating the Patents for possible patent completion and marketing.

IN CONSIDERATION OF and as a condition of the New Investors pursuing evaluation and potential completion of the Patents in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Patent Rights

1. The New Investors hereby acquire an exclusive right from the Trustee to exploit the Patents free and unfettered, except by the terms of this agreement.



PATENT

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The Patents

2. The Patents include:

| Matter | Title | Type | App. # | Appln Date | Country |
|--------|---|-----------------------|------------|------------|---------|
| 106 | METHOD AND SYSTEM FOR MANAGING ONLINE APPLICATIONS | non-PCT Patent | 2,431,454 | 6/6/03 | CANADA |
| 132 | METHOD AND SYSTEM FOR MANAGING ONLINE APPLICATIONS | non-PCT Patent | 12/657,153 | 1/14/10 | U.S.A. |
| 130 | METHOD AND SYSTEM FOR ACCESSING ONLINE APPLICATIONS USING A WEB BROWSER | non-PCT Patent | 12/152,331 | 5/13/08 | U.S.A. |
| 122 | METHOD AND SYSTEM FOR ACCESSING ONLINE APPLICATIONS USING A WEB BROWSER | PCT/Natl Phase Patent | 2,533,814 | 1/26/06 | CANADA |
| 131 | ON DEMAND PROVISIONING OF APPLICATIONS | non-PCT Patent | 12/653,089 | 12/8/09 | U.S.A. |

- The above only lists those patent applications that are known to be pending or have some chance of being reinstated as of April 12, 2011. Any existing patent pending applications which pre-date this agreement and that have been irretrievably abandoned are not listed. It is understood that should any one of the patent pending applications that pre-date this agreement be capable of being reinstated, it would become part of this agreement.
- All newly filed AOD patent applications which post-date this agreement are not subject to the terms of this agreement.

Undertakings

- NI undertakes to sign-off on all forms/documentation required by the patent offices in the filing of new applications by AOD which do not prejudice its rights under this agreement.
- The Trustee undertakes to sign off on all forms/documentation required by NI to pursue the Patents, which do not prejudice its rights under this agreement, including but not limited to providing Power of Attorney to NI's representatives before the patent offices.

Transfer or Sale of Patent Rights

- The Patent Rights acquired by NI can be sold by NI, according to the terms outlined herein, but they are only transferable to a related entity/company in which Miramare Investments or its principles retain a minimum 25% ownership and which upholds the terms of this agreement.
- In order to sell the rights the New Investors must first acquire title to the patents from AOD on the terms outlined below.

PATENT

REEL: 058520 FRAME: 0451

9. The New Investors will have an exclusive option to purchase the title (ownership) to one or more of the said patent pending applications at any time by compensating AOD for the legal fees then incurred to date to advance these patents by AOD or its predecessors, up to a sum of CDN \$107,000.00.

Terms

10. In consideration, AOD is to receive 2.5% of the New Investor's gross revenues from these patents in perpetuity and the right to audit Miramare or any related entity, in this respect.
11. In recognition of this consideration, if the New Investors sell their duly acquired ownership rights to one or more of the patents to any entity which does not wish to maintain the terms of this agreement (including the 2.5% revenue interest above), then AOD will receive 2.5 % of the proceeds of the sale.

Non-Competitive Agreement

12. AOD and the New Investors hereby execute a non-competitive agreement by which AOD is free to pursue its server development and commercialization of the Wrapped Apps intellectual property royalty free and the New Investors agree not to compete with AOD in server development.
13. AOD will advertise itself as licensed by NI, but not reveal its royalty free status.
14. AOD cannot sell, license or transfer its royalty exemption nor advertise this status.

Patent Completion and Licensing

15. The New Investors undertake best efforts to pursue patent completion and licensing/litigation of AOD competitors and others infringing on the patents, exclusive of AOD's clients and/or users of AOD servers. A client is a user of an AOD server; a competitor has their own server development and/or could be targeted by NI for patent infringement.

Other Considerations

16. Given that AOD's royalty free status is confidential between NI and AOD, and competitors or potential targets of the New Investors would not be aware of this status, AOD's royalty free status would expire in the event of a sale of AOD to a competitor or potential NI target, unless AOD and NI come to an agreement on compensation for potential lost revenue to the New Investors.
17. In recognition of the cost advantage and potentially enhanced valuation AOD would have if the New Investors are successful in having the patents granted and/or in pursuing those

who may be infringing on them (since AOD servers would not have to pay royalties of up to 25% of revenues, whereas competitors would), NI is to receive 5% of AOD equity in share options in the event of a sale of AOD to a client or other investors (who are not competitors or potential targets of NI on the basis of their existing business) as long as NI is actively pursuing the patents pending or has caused the patents to be issued.

Disclosure

18. Both NI and AOD have a mutual right to full disclosure of any sale/buyout offer for the other party, to ensure its compliance with the intent of this agreement.

Effective Date

19. This agreement is binding from the date of acceptance of the original Agreement in Principle between NI and AOD dated June 25, 2011 and supersedes that agreement in full.
20. All new legal expenses, including but not limited to annual maintenance fees, related to the Patents are the full responsibility of NI as of July 15, 2011.

Warrants

21. As a Director and Officer of Miramare Investments Incorporated, Warren Johnson warrants he has authority to execute this agreement on behalf of the New Investors.
22. As Nominee acting on behalf of the Secured Parties to Wrapped Apps, and as a Director and the Chief Executive Officer of Apps On Demand Corporation, Alain L. Mercier warrants he has authority to execute this agreement as Trustee on behalf of AOD and the Wrapped Apps Debenture Holders.

Notices

23. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, confirmed by email or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
24. The address for any notice to be delivered to any of the parties to this Agreement is as follows:
- a. Miramare Investments, 111 Echo Drive, Suite 12, Ottawa, Ontario K1S 5K8.
 - b. Alain L. Mercier, 3 du Grésil, Gatineau, Quebec, J9A 3K4

Termination

25. This Agreement may only be terminated by mutual agreement of the parties, except as otherwise provided in this Agreement.

Amendments

26. This Agreement may only be amended or modified by a written instrument executed by both the New Investors and the Trustee.

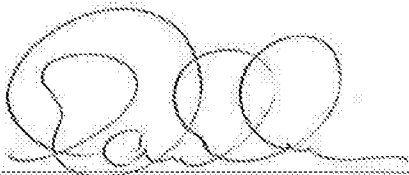
Governing Law

27. This Agreement will be construed in accordance with and governed by the laws of the Province of Ontario.

General Provisions

28. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF Miramare Investments and the Trustee have duly affixed their signatures 30 day of January, 2012



Alain L. Mercier



Warren Johnson

PATENT

REEL: 058520 FRAME: 0454

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BEFORE THE HONOURABLE)

TUESDAY, THE 15th DAY

JUSTICE PIERRE ROGER)

OF JUNE 2021

B E T W E E N:



AOD CORPORATION

Applicant

and

**MIRAMARE INVESTMENT INCORPORATED
& ALAIN MERCIER**

Respondents

JUDGMENT

THIS APPLICATION and COUNTER-APPLICATION were heard on June 10, 2021 without a jury at the Ottawa Courthouse, in the presence of the Respondent Alain Mercier and counsel for AOD Corporation and Miramare Investment Incorporated.

AFTER READING THE NOTICE OF APPLICATION and COUNTER-APPLICATION AND CONSIDERING THE EVIDENCE SUBMITTED BY THE PARTIES, and after hearing the submissions of the Respondent Alain Mercier and counsel for AOD Corporation and Miramare Investment Incorporated,


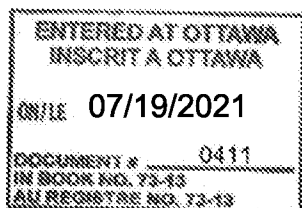
1. THIS COURT ORDERS that the Application is hereby dismissed.
2. THIS COURT ORDERS that the Patent Agreement of January 30, 2012 is valid and enforceable against AOD.
3. THIS COURT ORDERS that the Counter-Application is allowed and the following is ordered:

- a. Miramare Investment Incorporated is the only entity that may deal with U.S. patent number 9,876,731 as per the Patent Agreement of January 30, 2012.
- b. Miramare Investment Incorporated has the exclusive right to exploit U.S. patent number 9,876,731 free and unfettered, except by the terms of the Patent Agreement, in return for the payments to AOD provided in the Patent Agreement.
- c. Miramare Investment Incorporated has the exclusive option to purchase U.S. patent number 9,876,731, at any time, by paying to AOD its legal fees incurred to advance the patent, up to the amount of \$107,000.
- d. Miramare Investment Incorporated has full authority to instruct legal counsel while providing the necessary Power of Attorney for that counsel, as chosen by Miramare Investment Incorporated, to deal with the United States Patent Office so that Miramare Investment Incorporated, at its own expense, can ensure proper maintenance of and enhancement to U.S. patent number 9,876,731 until it is sold or licensed.
- e. Miramare Investment Incorporated may proceed to the sale or licensing of patent number 9,876,731 through an arms-length international patent broker and transfer title of U.S. patent number 9,876,731 to an arm-length third party, for its fair market value, the net proceeds of which, after marketing, brokerage and legal costs, will be held in *escrow* with Gowling WLG (Canada) LLP until any matters of financial warranty to a buyer, outstanding damages or liabilities between the parties or disputes as to the sale terms of the agreement are agreed upon or, in the alternative, adjudicated.
- f. upon the sale or licensing of U.S. patent number 9,876,731 and subject to paragraph e. above, Miramare Investment Incorporated shall first pay to AOD, when released from *escrow*, all amounts owing to AOD under the Patent Agreement (a maximum of up to \$107,000 and 2.5% of any sale and/or licensing proceeds).
- g. the parties may return before the Honourable Justice Pierre Roger for any issues relating to the finalization and implementation of this Judgment, by contacting the Trial Coordinator.

4. THIS COURT ORDERS that, if the parties are unable to agree on the costs of the Application and Counter-Application within the next ten (10) days, brief written submissions not

exceeding five (5) pages and five (5) enclosures together with a costs outline shall be filed by Miramare Investment Incorporated by 4:00pm on July 5, 2021, by AOD Corporation and Alain Mercier by 4:00pm on July 12, 2021 and any brief reply may be filed by Miramare Investment Incorporated by 4:00pm on July 16, 2021.

Dated: July 15, 2021



The Honourable Mr. Justice P.E. Roger

AOD CORPORATION
Applicant

- and -

MIRAMARE INVESTMENT INCORPORATED
& ALAIN MERCIER

Respondents
Court File No.: CV-19-00080545-0000

**ONTARIO
SUPERIOR COURT OF
JUSTICE**

PROCEEDING COMMENCED
AT
OTTAWA

JUDGMENT

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