

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7167492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EVOLVING SYSTEMS, INC.	12/31/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PARTNER ONE ACQUISITIONS INC.
<b>Street Address:</b>	505 MAISONNEUVE WEST
<b>Internal Address:</b>	SUITE 400
<b>City:</b>	MONTREAL, QC
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H3A 3C2
<b>PROPERTY NUMBERS Total: 17</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12197396
Application Number:	12766115
Application Number:	61708509
Application Number:	13929147
PCT Number:	US2008082484
PCT Number:	US2010032200
Application Number:	13231363
Application Number:	13231340
Application Number:	13926502
PCT Number:	US2011051456
PCT Number:	US2011051464
PCT Number:	US2013062721
Application Number:	14885331
Application Number:	62682490
Application Number:	63028352
Application Number:	16426960
Application Number:	17484609
<b>CORRESPONDENCE DATA</b>	

PATENT

**Fax Number:** (202)672-5399

**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:** 202-672-5300

**Email:** IPDOCKETING@FOLEY.COM

**Correspondent Name:** FOLEY & LARDNER LLP

**Address Line 1:** 3000 K STREET, N.W.

**Address Line 2:** SUITE 600

**Address Line 4:** WASHINGTON, D.C. 20007-5109

<b>ATTORNEY DOCKET NUMBER:</b>	127387-0000
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<b>NAME OF SUBMITTER:</b>	TALEDIA ALLEN
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<b>SIGNATURE:</b>	/Taledia Allen/
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<b>DATE SIGNED:</b>	02/09/2022
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**Total Attachments: 10**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated and effective as of December 31, 2021, is entered into by and between Evolving Systems, Inc. (“Assignor”), and Partner One Acquisitions Inc. (“Assignee”).

**RECITALS**

WHEREAS, certain Affiliates of the Assignor and Assignee entered into an Equity Purchase Agreement (the “Purchase Agreement”) by and among Evolving Systems Inc., Evolving Systems Holdings Ltd., ETI-NET Inc., Investissements RIV Europe Limitee and Said Hini as of October 15, 2021, pursuant to which, among other things, the Buyers named therein are purchasing all of the business of the Sellers named therein, including, without limitation, the Intellectual Property Rights identified on Exhibit A hereto (all of the foregoing collectively, the “Purchased IP”); and

WHEREAS, Assignor desires to sell to Assignee, and Assignee desires to purchase from Assignor, the Purchased IP, including all goodwill associated therewith.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as set forth below.

**AGREEMENT**

1. Purchase Agreement; Capitalized Terms. This Agreement is executed in connection with the Purchase Agreement. All capitalized terms used, but not defined, herein shall have the respective meanings given to them in the Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts from Assignor, free and clear of all Liens, all right, title and interest in, to and under the Purchased IP. For clarity, the foregoing assignment of the Purchased IP includes: (a) all goodwill associated with the Purchased IP; (b) all rights to file for and maintain registrations for the Purchased IP; and (c) all legal actions and rights and remedies at law or in equity for past, current and future infringement, misappropriation and any other violations of the Purchased IP, and the right to sue for, collect, recover and receive all damages, profits, costs, fees, proceeds and other remedies associated therewith, the same to be held and enjoyed by the Assignee, and its successors and assigns.

3. No Conflict. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control, solely with respect to and to the extent of any such conflicting terms.

4. No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights, and this Agreement does not confer any such rights, upon any other Person.

5. Further Assurances. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each Party shall take all such reasonable necessary action to (a) execute and deliver to each other such other documents and (b) do such other acts and things as a Party may reasonably request for the purpose of carrying out the intent of this Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

7. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, and all claims and disputes arising hereunder or in connection herewith, whether purporting to sound in contract or tort, or at law or in equity, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

8. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements between or among the parties hereto regarding the same subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as an original signed copy (including any electronic signature covered by the U.S. Federal E-SIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., [www.docusign.com](http://www.docusign.com)).

*[Remainder of Page Intentionally Left Blank; Signature Page to Follow]*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first above written.

**ASSIGNOR:**

**EVOLVING SYSTEMS, INC.**



By: \_\_\_\_\_

Name: Matthew Stecker

Title: Chief Executive Officer

**ASSIGNEE:**

**PARTNER ONE ACQUISITIONS INC.**

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to IP Assignment Agreement]*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first above written.

**ASSIGNOR:**

**EVOLVING SYSTEMS, INC.**

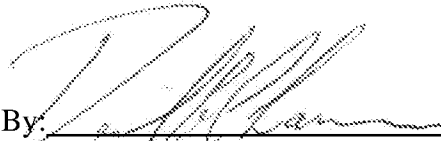
By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

**PARTNER ONE ACQUISITIONS INC.**

By:  \_\_\_\_\_

Name: Dan Charron

Title: CEO \_\_\_\_\_

**EXHIBIT A**  
**INTELLECTUAL PROPERTY RIGHTS**

Patent Chart on Following Page:

Patent App. No.	Patent Name	Filing Date	Country or authority	Patent No.	Patent Issue Date
12-197,396	DSA Wireless Device Activation Non-Provisional	25-Aug-08	US	Patent No. 8145212	27-Mar-12
12-766,115	Intelligent M2M Controller Occasional Access to a Wireless Network Non-Provisional	23-Apr-10	US	Patent No. 8559930	15-Oct-13
61-708,509	Fixed Period Single Use Mobile Data Access US Provisional Filing	1-Oct-12	US		



Patent App. No.	Patent Name	Filing Date	Country or authority	Patent No.	Patent Issue Date
13-929,147	Fixed Period Wireless Access US Non-Provisional Filing	27-Jun-13	US	Patent No. 8929863	6-Jan-15
PCT-US2008-082484	Wireless Device Activation Foreign Filing	5-Nov-08	PCT		
PCT-US2010-032200	Occasional Access to a Wireless Network Foreign Filing	23-Apr-10	PCT		
CA-2697427	Wireless Device Activation Canadian Filing	22-Feb-10	Canada	Canadian Patent No. 2697427	5-Nov-15
13-231,363	Extended Wireless Device Activation	13-Sep-11	US	Patent No. 8463258	11-Jun-13

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Patent App. No.	Patent Name	Filing Date	Country or authority	Patent No.	Patent Issue Date
13-231,340	Controlled access to a wireless network	13-Sep-11	US	Patent No. 8509767	13-Aug-13
13-926,502	Controlled access to a wireless network Divisional Application	25-Jun-13	US	Patent No. 9161296	25-Jun-13
PCT/US11/51456	Controlled access to a wireless network Foreign Filing	1-Sep-11	PCT		
PCT/US11/51464	Extended Wireless Device Activation Foreign Filing	1-Sep-11	PCT		
CA-2759732	Occasional access to a wireless network Canadian Filing	1-Oct-11	Canada		

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Patent App. No.	Patent Name	Filing Date	Country or authority	Patent No.	Patent Issue Date
PCT/US2013/062 721	Fixed Period Wireless Access Foreign Filing	30-Sep-13	PCT		
14-885,331	Pre-Provisioning Mobile Application Acquisition and Utilization (Hatton Patent)	16-Oct-15	US	Patent No. 9491563	8-Nov-16
62-682,490	Secure Re-use of SIM Security Parameters between Different Parties (David Thorn Inventor) Provisional		US	Provisional filing	
63-028,352	Secure SMS (David Thorn inventor) Provisional		US	Provisional filing	

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Patent App. No.	Patent Name	Filing Date	Country or authority	Patent No.	Patent Issue Date
16/426960	SECURE RE-USE OF SIM SECURITY PARAMETERS BETWEEN DIFFERENT PARTIES	9-Sept-21	US	11,166,163	
17/484609	SECURE RE-USE OF SIM SECURITY PARAMETERS BETWEEN DIFFERENT PARTIES	9-Sept-21	US		

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RECORDED: 02/09/2022