

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7342870

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FOXTROT SYSTEMS, INC.	04/20/2022
RECEIVING PARTY DATA	
Name:	DESCARTES SYSTEMS (USA) LLC
Street Address:	2030 POWERS FERRY RD SE
Internal Address:	STE 350
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10956855
Application Number:	17208708
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
<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>	
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Email:	docketing@mbhb.com
Correspondent Name:	MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP
Address Line 1:	300 S WACKER DR
Address Line 2:	#3100
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	22-0750-US
NAME OF SUBMITTER:	MATEUSZ J. KULESZA
SIGNATURE:	/Mateusz J. Kulesza/
DATE SIGNED:	05/20/2022
Total Attachments: 6	
source=22-0750-US (2022-04-20) Assignment - Foxtrot to Descartes#page1.tif	
source=22-0750-US (2022-04-20) Assignment - Foxtrot to Descartes#page2.tif	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (together with all exhibits and attachments hereto, this "Patent Assignment") is dated and effective as of April 20, 2022 (the "Effective Date"), by Foxtrot Systems, Inc., a Delaware corporation ("Assignor") in favor of Descartes Ststems (USA) LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, made by and among Assignor, Assignee, the other Seller Parties, the Management Stockholder and VIVE VC Fund, L.P., in its capacity as the Seller Parties' Representative (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, assign, transfer convey and deliver to Assignee, all of Assignor's right, title and interest in the inventions and patents included in the Seller Intellectual Property including the patents set forth on Exhibit A hereto (the "Assigned Patents");

WHEREAS, Assignor is the record owner of the Assigned Patents; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Asset Purchase Agreement, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

2. Patent Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee (free and clear of any Lien other than Permitted Liens) all of Assignor's right, title and interest in and throughout the United States of America, its territories and all foreign countries in and to the inventions described in the Assigned Patents, together with the entire right, title and interest in and to the Assigned Patents, including but not limited to continuations, divisionals, reissues, and reexaminations and letters patents issuing thereon, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Assigned Patents, including but not limited to continuations, divisionals, reissues, and reexaminations and letters patents issuing thereon.

3. Consideration. Assignor and Assignee hereby acknowledge and agree that Assignee has provided to Assignor the consideration provided for in the Asset Purchase Agreement in connection with the foregoing assignment.

4. Recordation. In order to record this Patent Assignment with the United States Patent and Trademark Office (the "PTO"), the parties hereto shall execute this Patent Assignment, and Assignor shall execute the Recordation Form Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, Assignee shall record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto, including, but not limited to, this Patent Assignment and Exhibit A hereto.

5. Representations and Warranties. Without limiting any representations and warranties made by Assignor in the Asset Purchase Agreement, Assignor hereby covenants and warrants to Assignee that, immediately prior to the conveyance thereof pursuant to this Patent Assignment, Assignor has not

received any claims of infringement related thereto, and Assignor has the requisite power and authority to convey the Assigned Patents to Assignee pursuant to this Patent Assignment.

6. General Provisions.

(a) Successors and Assigns. This Patent Assignment shall be binding upon and enforceable by, and shall inure to the benefit of, Assignee and its heirs, personal representatives, successors and permitted assigns and no others.

(b) Headings. Section headings in this Patent Assignment are included herein for convenience of reference only and shall not constitute a part of this Patent Assignment for any other purpose.

(c) Governing Law; Jurisdiction. This Patent Assignment shall be construed in accordance with, and governed in all respects by, the internal Laws of the State of Delaware without regard to the Laws of such jurisdiction that would require the substantive Laws of another jurisdiction to apply. Unless otherwise explicitly provided in this Patent Assignment, any action, claim, suit or proceeding relating to this Patent Assignment or the enforcement of any provision of this Patent Assignment shall be brought or otherwise commenced only in any state or federal court located in the City of Wilmington. Each party hereto (i) expressly and irrevocably consents and submits to the jurisdiction of each such court, and each appellate court located in the State of Delaware, in connection with any such proceeding; (ii) agrees that each such court shall be deemed to be a convenient forum; (iii) agrees that service of process in any such proceeding may be made by giving notice pursuant to Section 10.1 of the Asset Purchase Agreement; and (iv) agrees not to assert, by way of motion, as a defense or otherwise, in any such proceeding commenced in any such court, any claim that such party is not subject personally to the jurisdiction of such court, that such proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Patent Assignment or the subject matter of this Patent Assignment may not be enforced in or by such court.

(d) Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS PATENT ASSIGNMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS.

(e) Further Assurances. Assignor, at no additional cost or consideration, shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request of Assignee, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Patent Assignment, including any filings with the PTO.

(f) Counterparts. This Patent Assignment may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon each of the parties hereto notwithstanding the fact that all parties are not signatory to the original or the same counterpart. For purposes of this Patent Assignment, facsimile and pdf signatures shall be deemed originals.

(g) Asset Purchase Agreement. Nothing herein is intended to modify, limit or otherwise affect the representations, warranties, covenants, agreements and indemnifications contained in the Asset Purchase Agreement, and such representations, warranties, covenants, agreements and indemnifications shall remain in full force and effect in accordance with the terms of the Asset Purchase Agreement. If any conflict exists between the terms of this Patent Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Patent Assignment as of the date first above written.

ASSIGNOR:

FOXTROT SYSTEMS, INC.

By: Jonathan Quick
Name: Jonathan Quick
Title: Chief Executive Officer

ASSIGNEE:

DESCARTES SYSTEMS (USA) LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Patent Assignment as of the date first above written.

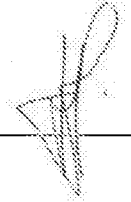
ASSIGNEE:

DESCARTES SYSTEMS (USA) LLC

By: _____

Name: J. Scott Pagan

Title: President



[Signature Page to Patent Assignment Agreement]

PATENT
REEL: 059977 FRAME: 0108

Exhibit A
Assigned Patents

U.S. Patent Registrations

Patent	Filing Date	Application No.	Registration Date	Patent No.
Integrated Multi-Locations Scheduling, Routing, and Task Management	August 16, 2016	15/238,708	March 23, 2021	10,956,855