

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7399076

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GEMINARE INCORPORATED	10/28/2021
RECEIVING PARTY DATA	
Name:	RPS CANADA INC.
Street Address:	100 KING STREET WEST, 1 FIRST CANADIAN PLACE
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5X 1E2
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8135838
Patent Number:	9674268
Patent Number:	9002786
Patent Number:	9860310
Patent Number:	10110667
Patent Number:	11070612
Application Number:	17381153
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	jbarfield@foley.com, ipdocketing@foley.com
Correspondent Name:	FOLEY & LARDNER LLP
Address Line 1:	3000 K STREET, N.W., SUITE 600
Address Line 4:	WASHINGTON, D.C. 20007
ATTORNEY DOCKET NUMBER:	125075-0101
NAME OF SUBMITTER:	ERIC SOPHIR
SIGNATURE:	/Eric Sophir/
DATE SIGNED:	06/23/2022
Total Attachments: 8	

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INTELLECTUAL PROPERTY ASSIGNMENT

, P R II ; R I R P P “Agreement” P made and entered into as of October 28, 2021 by RPS Canada Inc. R “Purchaser” A Geminare Incorporated (the “Company”

WHEREAS, the Purchaser and the Company are parties to an Asset Purchase Agreement, A R A P C R A R C R “Asset Purchase Agreement” P R R ; R ; P agreed to acquire from the Company, and the Company agreed to sell and assign to the Purchaser, substantially all of the assets and business operations of the Company;

WHEREAS, this Agreement is being delivered pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, Company is the owner of the entire right, title, interest, benefits, privileges A A II A R II C R ‘P R II ; R I R (P ; I A trademarks, copyrights, trade names, service marks, service names, patents and all registrations and pending applications therefore ; II ; R T I R “Intellectual Property”

WHEREAS, pursuant to the Asset Purchase Agreement, the Company wishes to assign to R ; P R ‘P R R R R R C P T I P A A II A R the Intellectual Property listed on Schedule A hereto; and

WHEREAS R ; P P A P P C ; R ‘P R R R interest, benefits, privileges and goodwill in and to the Intellectual Property.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained herein, and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.
2. **Assignment of Intellectual Property.**

(a) Subject to the terms and conditions of the Asset Purchase Agreement, the Company hereby unconditionally and irrevocably sells, assigns, transfers, conveys and delivers ; II ; R T I R “Assignment” R R ; P II C R right, title, interest, benefits, privileges and goodwill, legal or equitable, in and to the Intellectual Property, and all other corresponding rights that are or may be hereafter secured under the Laws of any country, now or hereafter in C ; R C ; P ‘P P A R A C R P A R C ; P ‘P successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Company if this Agreement had not been made, together with all payments due or payable as of the Closing Date or thereafter, including without limitation, all Actions for damages by reason of past, present or future infringement or other unauthorized use of R R II ; R I R R R R R R P C A ; II ; R R P C R ; P ‘P

P A R A C R P A R C R ; P ' P P ; ; P P P P P R
legal representatives, and the Purchaser hereby accepts the Assignment.

(b) The Company hereby conveys to the Purchaser the right to enforce or exploit the Intellectual Property, the right to renew any registrations of the Intellectual Property and the right R I ; R P ; P ' P Rerwise, for protection of any of the Intellectual Property within or outside of the United States, and, where expedient, to claim under any international convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications.

(c) The Company hereby covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with this Agreement, and that it will at any time upon request, without further or additional consideration, promptly execute such additional assignments and other writings, including without limitation, copyright applications, patent applications, trademark applications, declarations, oaths and powers of attorney, and promptly do such A A R I ; P P R ; P A ; P P A P I R C ; R R ; P ' P enjoyment of the assignments, grants and ownership of the Intellectual Property. The Company agrees that if the Purchaser is unable, after reasonable effort, to secure the signature of the Company on any such additional applications or other writings, any executive officer of the Purchaser shall be entitled to execute any such additional applications or other writings as the agent and the attorney-in-fact of the Company, and the Company hereby irrevocably designates and appoints each executive officer of the Purchaser as the ' P agent and attorney-in-fact to execute any such additional assignments or other writings on the Company' P behalf and to take any and all actions as the Purchaser may deem necessary or desirable in order to protect the ; P ' P P A R P P C R R I I ; R I R , Company further agrees, without further or additional consideration, to promptly render all necessary assistance to the Purchaser in connection with any enforcing of any rights or choses in action accruing related to any of the Intellectual Property, by giving testimony in any proceedings or transactions involving any of the Intellectual Property, and by executing preliminary statements and other affidavits.

(d) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a sale, conveyance, assignment, transfer or delivery or an attempted sale, conveyance, assignment, transfer or delivery of the Excluded Assets or, prior to any applicable consent being obtained, the Restricted Assets.

3. **Terms of the Asset Purchase Agreement.** Nothing contained in this Agreement will be deemed to alter, diminish or expand in any manner whatsoever any of the provisions of, or any of the rights and obligations of the parties under the Asset Purchase Agreement, and this Agreement is subject to all of the terms, conditions and limitations set forth in the Asset Purchase Agreement. Nothing in this Agreement is intended to create any broader obligations of the parties than those contemplated in the Asset Purchase Agreement or shall be deemed to release the Company or the Purchaser in any way from any of their respective obligations under the Asset Purchase Agreement other than those performed by this Agreement. In the event of any conflict

between the Asset Purchase Agreement and this Agreement, the Asset Purchase Agreement will control.

4. **Miscellaneous.**

(a) **Headings.** The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) **Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal Laws of Canada applicable therein.

(c) **Assignability.** Neither the rights nor the obligations of any party to this Agreement may be transferred or assigned without the prior written consent of the other party hereto, provided that (i) the Purchaser may assign any of its rights under this Agreement to any Affiliate; and (ii) the Purchaser and its Affiliates may assign their rights under this Agreement to any of their financing sources as collateral security.

(d) **Binding Effect; Third Party Beneficiaries.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and, if applicable, permitted assigns. Each party intends that this Agreement shall not benefit or create any right or cause of action in any Person other than the parties hereto.

(e) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement, and the execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. The delivery of this Agreement may be made by facsimile or portable document format (pdf), and such signatures shall be treated as original signatures for all applicable purposes.

(f) **Amendments.** This Agreement may be amended, modified or waived only by a written agreement signed by the Company and the Purchaser. With regard to any power, remedy or right provided in this Agreement or otherwise available to any party, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

[Signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

PURCHASER:

RPS CANADA INC.

By: Archana Mehta
Name: Archana Mehta
Title: President

COMPANY:

**GEMINARE
INCORPORATED**

By: _____
Name: Joshua Geist
Its: Chief Executive Officer

By: _____
Name: John Richardson
Its: Director

By: _____
Name: Duncan McEwan
Its: Director

[Signature Page to Intellectual Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

PURCHASER:

RPS CANADA INC.

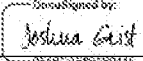
By: _____

Name:

Title:

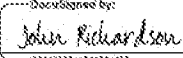
COMPANY:

**GEMINARE
INCORPORATED**

By:  _____

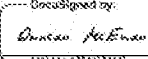
Name: Joshua Geist

Its: Chief Executive Officer

By:  _____

Name: John Richardson

Its: Director

By:  _____

Name: Duncan McEwan

Its: Director

[Signature Page to Intellectual Assignment]

Schedule A**Details of Patents:**

Country or territory	Application or patent number	Date of filing or registration	Title / Description
U.S.	Patent No. 8135838	April 8, 2008	System and method for providing data and application continuity in a computer system
U.S.	Patent No. 9674268	February 2, 2012	System and method for providing data and application continuity in a computer system
U.S.	Patent No. 9002786	November 5, 2010	System and method for providing data and application continuity in a computer system
U.S.	Patent No. 9860310	March 5, 2015	System and method for providing data and application continuity in a computer system
U.S.	Patent No. 10110667	June 5, 2017	System and method for providing data and application continuity in a computer system
U.S.	Patent No. 11070612	September 28, 2018	System and method for providing data and application continuity in a computer system
PCT	Application No. WO/2009/124390	April 8, 2009	System and method for providing data and application continuity in a computer system
Canada	Patent No. 2720082	April 8, 2009	System and method for providing data and application continuity in a computer system
Europe	Patent No. 2266253	April 8, 2009	System and method for providing data and application continuity in a computer system
Switzerland	Patent No. 2266253	April 8, 2009	System and method for providing data and application continuity in a computer system
Germany	Patent No. 2266253	April 8, 2009	System and method for providing data and application continuity in a computer system

Spain	Patent No. 2266253	April 8, 2009	System and method for providing data and application continuity in a computer system
France	Patent No. 2266253	April 8, 2009	System and method for providing data and application continuity in a computer system
United Kingdom	Patent No. 2266253	April 8, 2009	System and method for providing data and application continuity in a computer system
Ireland	Patent No. 2266253	April 8, 2009	System and method for providing data and application continuity in a computer system
Italy	Patent No. 2266253	April 8, 2009	System and method for providing data and application continuity in a computer system
Luxembourg	Patent No. 2266253	April 8, 2009	System and method for providing data and application continuity in a computer system
Norway	Patent No. 2266253	April 8, 2009	System and method for providing data and application continuity in a computer system
Sweden	Patent No. 2266253	April 8, 2009	System and method for providing data and application continuity in a computer system
U.S.	Application No. 17/381,153	July 20, 2021	System and method for providing data and application continuity in a computer system

Details of Registered Trademarks:

Country or territory	Mark	Application or registration number	Date of filing or registration
Canada	GEMINARE	TMA703080	December 13, 2007
Canada	TRUSTED BUSINESS CONTINUITY	TMA701438	November 22nd, 2007
Canada	ELIMINATE DOUBT	TMA703082	December 13th, 2007
Canada	EVERASSURE	TMA703070	December 13th, 2007
Canada	DISASTER PREVENTION TRUMPS DISASTER RECOVERY	TMA748913	September 29th, 2009
Canada	POWERED BY GEMINARE	TMA808678	October 11th, 2011
Canada	RECOVERY AS A SERVICE	TMA793572	March 22nd, 2011
U.S.	GEMINARE	3,992,019	July 12, 2011
U.S.	POWERED BY GEMINARE	4,211,942	September 25, 2012
U.S.	GEMINARE	3,992,019	July 12, 2011