

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7650404

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALL SOURCE SECURITY CONTAINER MANUFACTURING CORP.	10/14/2022
RECEIVING PARTY DATA		
Name:	BINS4 SHREDDING INC.	
Street Address:	81 RAWSON AVENUE	
City:	BARRIE	
State/Country:	CANADA	
Postal Code:	L4N 6E5	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8342356
CORRESPONDENCE DATA		
Fax Number:	(613)232-8440	
<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:	6132322486	
Email:	us.mail@smartbiggar.ca	
Correspondent Name:	SMART & BIGGAR LP	
Address Line 1:	900-55 METCALFE STREET	
Address Line 2:	P.O. BOX 2999, STATION D	
Address Line 4:	OTTAWA, CANADA K1P 6L5	
ATTORNEY DOCKET NUMBER:	81626160	
NAME OF SUBMITTER:	JOELLE ST. LOUIS	
SIGNATURE:	/JOELLE ST. LOUIS/	
DATE SIGNED:	11/17/2022	
Total Attachments: 6		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of October 14, 2022, is made by All Source Security Container MFG Corp. ("**Vendor**"), a corporation located at 40 Mills Road Barrie ON L4N 6H4, in favour of Bins4 Shredding Inc. ("**Purchaser**"), a corporation located at 81 Rawson Avenue, Barrie, Ontario L4N6E5, the purchaser of certain assets of Vendor pursuant to an Asset Purchase Agreement between Purchaser and Vendor, dated as of October 14, 2022 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Vendor has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Vendor, and has agreed to execute and deliver this IP Assignment, for registration with the Copyright Office and/or the Office of the Registrar of Trademarks and/or the Patent Office at the Canadian Intellectual Property Office (CIPO), and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Vendor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor hereby irrevocably conveys, transfers, and assigns to Purchaser all of Vendor's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");]

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business and the goods and services connected with the use of, and symbolized by, the Trademarks;

(c) the design registrations and applications for registration, and exclusive licences set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "**Designs**");

(d) all rights of any kind whatsoever of Vendor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past,

present, and future infringement, dilution, depreciation of goodwill, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Registration and Further Actions. Vendor hereby authorizes the Commissioner for Patents [or the Registrar of Copyrights in the absence of the Commissioner of Patents or if the Commissioner of Patents is unable to act] at CIPO, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, Vendor shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Vendor and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the federal laws of Canada and the laws of the Province of Ontario.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Vendor has duly executed and delivered this IP Assignment as of the date first above written.

ALL SOURCE SECURITY CONTAINER MFG
CORP.

By: 

Name:

Title:

SCHEDULE 1**ASSIGNED PATENTS AND PATENT APPLICATIONS**

Country	Title	Patent/Application No.	Filing Date (yyyy-mm-dd)	Issue Date (yyyy-mm-dd)	Applicant/Owner	Status
Canada	Lock Mounting System	CA 2,541,762	2006-04-05	2013-08-06	All Source Security Container Mfg. Corp.	Granted/Active
	Security Assembly for use with a security console	CA 2,877,780	2015-01-14	(Examination Requested: 2019-12-20)	All Source Security Container Mfg. Corp.	Active/Approved for Allowance
United States	Lock Mounting System	US 8,266,935	2006-04-05	2012-09-18	All Source Security Container Mfg. Corp.	Granted/Active
	Document Console	US 8,342,356	2010-03-31	2013-01-01	All Source Security Container Manufacturing Corp.	Granted/Active
	Security Assembly for use with a Security Console	US 9,359,789	2014-02-06	2016-06-07	All Source Security Containers Mfg Corp.	Granted/Active

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARKS:

Country	Trademark	App/Reg No (status)	Owner	Goods
Canada	GOCOMPLIANT TITANIUM	TMA960,707 (registered)	All Source Security Container Mfg. Corp.	(1) Metal deskside document and paper collection storage bins, and recycle and waste disposal bins and receptacles.
	LOCKJAW	TMA705236 (registered)	ALL SOURCE SECURITY CONTAINER MANUFACTURING CORP.	(1) Document destruction container locking mechanisms.
	SLIM BOY	TMA957273	All Source Security Container Mfg. Corp.	(1) Deskside document storage bins, paper collection storage bins, recycle bins, waste and trash bins, all of wood and plastic.
United States	LOCKJAW	76658624 (registered)	All Source Security Container Manufacturing Corp.	nonmetal document destruction container locking mechanisms
	SLIM BOY	86205798 (registered)	All Source Security Container Mfg. Corp.	deskside document storage bins, paper collection storage bins, recycle bins, waste and trash bins, all of wood and plastic

SCHEDULE 3

ASSIGNED DESIGN REGISTRATIONS AND APPLICATIONS

DESIGNS:

Country	Title	Patent. No.	Filing Date (yyyy-mm-dd)	Issue Date (yyyy-mm-dd)	Applicant/Owner	Status
United States	Container	US D669650	2011-07-26	2012-10-23	All Source Security Container Manufacturing Corp.	Granted/Active