507620662 11/29/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7667555

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
INTELLIGENT MECHATRONIC SYSTEMS INC.	12/14/2018

RECEIVING PARTY DATA

Name:	APPY RISK TECHNOLOGIES LTD.		
Street Address:	GLOBAL HOUSE, WESTMERE DRIVE, CREWE BUSINESS PARK, CREWE		
City:	CHESHIRE		
State/Country:	ENGLAND		
Postal Code:	CW1 6ZD		

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	15144319	

CORRESPONDENCE DATA

Fax Number: (248)988-8363

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: 2489888360

Email: docket@cgolaw.com

Correspondent Name: CARLSON GASKEY & OLDS P.C.

Address Line 1: 400 WEST MAPLE ROAD

Address Line 4: BIRMINGHAM, MICHIGAN 48009

ATTORNEY DOCKET NUMBER: 60449-267 PUS1	
NAME OF SUBMITTER:	JOHN E. CARLSON
SIGNATURE:	/John E. Carlson/
DATE SIGNED:	11/29/2022

Total Attachments: 8

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PATENT 507620662 REEL: 061914 FRAME: 0329

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Execution Version

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, PricewaterhouseCoopers Inc., solely in its capacity as court-appointed

Receiver and Manager of Intelligent Mechatronic Systems Inc., Ridetones Inc. and IMS

Solutions, Inc., and not in its personal capacity (the "Assignor"), has entered into an Asset

Purchase Agreement, dated December 4, 2018 (the "APA"), with Trak Global Group Limited

(the "Buyer");

WHEREAS, the APA contemplates that the Assignor and the Buyer or one or more of

the Buyer's affiliates will execute one or more assignment of intellectual property agreements in

the form of this Intellectual Property Assignment Agreement with respect to all Intellectual

Property of the Assignor listed on Schedule 2 of the APA (referred to collectively as the "IP"),

including the trademarks listed in Schedule A attached hereto, together with the goodwill of the

business symbolized by the said trademarks and the relevant applications and registrations

therefor (the "Trademarks"), and the issued patents and pending patent applications listed in

Schedule "B" attached hereto, inclusive of any and all priority rights derived therefrom, any and

all further patents registrations granted therefrom, any and all continuation applications,

divisional applications, continuations-in-part applications, reissues, reexaminations thereof, the

entire right, title and interest in all applications for patents, utility models and designs which may

hereafter be filed in the United States, Canada or elsewhere for any invention covered by the

patents and applications disclosed in Schedule "B", together with the right to file such

applications (the "Patents");

WHEREAS, the Buyer has assigned certain of its rights under the APA to Appy Risk

Technologies Ltd., a corporation existing under the laws of England and Wales (the

"Assignee"), and the Assignee is entering into this Agreement in lieu of the Buyer; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have

the meanings ascribed to such terms in the APA;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency

of which is hereby acknowledged, the Parties hereby agree as follows:

PATENT

REEL: 061914 FRAME: 0331

- 1. Subject to the terms of the APA, the Assignor hereby irrevocably assigns and transfers to the Assignee, its successors and assigns, absolutely and forever, all of its right, title and interest, whether statutory or at common law, in and to the IP (including, without limitation, all Trademarks, together with the goodwill attaching thereto, and all Patents), the same to be held and enjoyed by the Assignee, its successors and assigns as fully and entirely as the said assigned right, title and interest could have been held and enjoyed by the Assignor if such sale, assignment and transfer had not been made, including all of the Assignor's rights, if any, to sue for or make claims with respect to any past, present or future infringement or misappropriation of the IP.
- 2. For certainty, the IP is assigned on an "as is, where is" basis. Neither Party makes any representations, warranties, or conditions to the other Party, whether express, implied, statutory or otherwise, regarding any matter, including without limitation any implied warranties or conditions of merchantable quality, non-infringement of third party rights and fitness for a particular purpose and the provisions of Section 3.3 of the APA shall apply *mutatis mutandis*.
- 3. Subject to Section 2, the Assignor covenants and agrees to execute and deliver, without further consideration, any instruments or other documents, and to cooperate with the Assignee in any manner, as may reasonably be required by the Assignee to effectuate the terms of this Intellectual Property Assignment Agreement, including, without limitation, delivering or providing to the Assignee such other instruments or documents as may be necessary to effectuate the recordation of this Intellectual Property Assignment Agreement with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or other applicable intellectual property registries worldwide as set forth on the annexed Schedule "A" and/or Schedule "B".
- 4. The Assignor hereby authorizes the Canadian Intellectual Property Office, the United States Patent and Trademark Office and all other applicable intellectual property registries worldwide as set forth in Schedule "A" and Schedule "B" to register this Intellectual Property Assignment Agreement and issue or transfer all such Trademarks and Patents to Assignee, as assignee thereof, or otherwise as Assignee may direct.

4225424 v6

5. The Assignor hereby constitutes and appoints the Assignee, and its

successors and assigns, the true and lawful attorney of the Assignor with full power of

substitution in the name and stead of the Assignor, but on behalf and for the benefit of the

Assignee, its successors and assigns, solely to give effect to the foregoing Section 3, and for no

other purpose.

6. This Intellectual Property Assignment Agreement may be executed and

delivered by the Parties in one or more counterparts, each of which when so executed and

delivered will be an original and such counterparts will together constitute one and the same

instrument. To evidence the fact that a Party has executed this agreement, such Party may send a

copy of its executed counterpart to the other Party by facsimile or transmitted electronically in

legible form, including in a tagged image format file (TIFF) or portable document format (PDF).

That Party will be deemed to have executed this agreement on the date it sent such facsimile or

electronic transmission.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each of the Parties has executed this Intellectual Property Assignment Agreement as of <u>December 14.20</u>/3

Property Assignment Agreement as of	ecember 14,20/8			
Witness:	PRICEWATERHOUSECOOPERS INC., solely in its capacity as court-appointed Receiver and Manager of INTELLIGENT MECHATRONIC SYSTEMS INC., RIDETONES INC. and IMS SOLUTIONS, INc., and not in its personal capacity Assignor By:			
	APPY RISK TECHNOLOGIES LTD. Assignee			
Witness:	Ву:			

Pages 6-16 omitted

Owner	Patent Title	Appl. No.	Issued Patent No.	Filing Date (YY/MM/DD)	Issue Date (YY/MM/DD)	Status
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IMS Solutions, Inc.	Configurable Obd Isolation	15/144,319	NA	2016/05/02	NA	Non Final Mail Action Mailed

Pages 18-35 omitted

RECORDED: 11/29/2022