

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7703014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MACPAW INC.	10/08/2021
RECEIVING PARTY DATA	
Name:	HILDERBAND LIMITED
Street Address:	35 BARRAK ROAD, 3RD FLOOR
City:	BELIZE
State/Country:	BELIZE
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	15601909
Application Number:	16922656
Application Number:	15017311
Application Number:	13725017
Application Number:	15624671
Application Number:	15448048
PCT Number:	US2018037158
PCT Number:	US2018020634
PCT Number:	US2017052567
CORRESPONDENCE DATA	
Fax Number:	(619)235-0398
<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:	(619) 238-1900
Email:	docketing@procopio.com
Correspondent Name:	PROCOPIO, CORY, HARGREAVES & SAVITCH LLP
Address Line 1:	525 B STREET, SUITE 2200
Address Line 4:	SAN DIEGO, CALIFORNIA 92101-4469
ATTORNEY DOCKET NUMBER:	120242-00000001
NAME OF SUBMITTER:	RUTH GEIGER
SIGNATURE:	/Ruth Geiger/

DATE SIGNED:	12/19/2022
Total Attachments: 8 source=2022-12-13 MacPaw Inc. to Hilderband - 120242-#page1.tif source=2022-12-13 MacPaw Inc. to Hilderband - 120242-#page2.tif source=2022-12-13 MacPaw Inc. to Hilderband - 120242-#page3.tif source=2022-12-13 MacPaw Inc. to Hilderband - 120242-#page4.tif source=2022-12-13 MacPaw Inc. to Hilderband - 120242-#page5.tif source=2022-12-13 MacPaw Inc. to Hilderband - 120242-#page6.tif source=2022-12-13 MacPaw Inc. to Hilderband - 120242-#page7.tif source=2022-12-13 MacPaw Inc. to Hilderband - 120242-#page8.tif	

INTELLECTUAL PROPERTY RIGHTS PURCHASE AND TRANSFER AGREEMENT

This Intellectual Property Rights Purchase and Transfer Agreement (this “Agreement”) is made as of this 8th day of October, 2021 (hereinafter referred to as “Effective date”), between Hilderband Limited, registered under the laws of Belize, Certificate of Registration No. 75945, with its registered office at 35 Barrak Road, 3rd floor, Belize (hereinafter referred to as “Buyer”), and MacPaw Inc., a company incorporated in Delaware, the United States of America, under company registration number 4708642 and whose registered office is at 601 Montgomery Street Suite 1400 San Francisco, CA 94111 (hereinafter referred to as “Seller”).

RECITALS:

- A. Seller currently owns or has the right to certain Intellectual Property Rights identified on Exhibit A hereto (the “Assets”), including but not limited to Copyrights, Patents, Pending Patents, and Continuation in Part, Applications, etc. listed thereon.
- B. Upon the Closing Date, Seller shall transfer to Buyer the Assets free of any and all encumbrances and Buyer accepts all rights to the Assets.
- C. Buyer wishes to purchase the Assets for the Purchase Price set forth in Section 2 below.

It is therefore agreed as follows:

Definitions.

As used herein, the following terms shall have the following meanings:

- A. Intellectual Property. The term “Intellectual Property” means all (i) patents, patent applications, patent disclosures and inventions, (ii) Internet Domain names, trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications thereof, (v) computer software, data, databases and documentation thereof, (vi) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, and copyrightable works, financial and marketing plans and customer and supplier lists and information, and (vii) copies and tangible embodiments thereof (in whatever form or medium).
- B. Intellectual Property Rights. The term “Intellectual Property Rights” means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and rights granted under the Copyright Act (“Copyrights”); rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act (“Patent Rights”); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act (“Trademark Rights”); rights in, arising out of, or associated with Confidential Information, including without

limitation rights granted under the Uniform Trade Secrets Act ("Trade Secret Rights"); rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity ("Personality Rights"); rights of attribution and integrity and other moral rights of an author ("Moral Rights"); and rights in, arising out of, or associated with domain names ("Domain Name Rights").

C. Closing. The term "Closing" or "Closing Date" shall have the meaning ascribed to it in Section 3.

D. Material Adverse Effect. The term "Material Adverse Effect" shall mean events which have an adverse effect in the aggregate which, measured in dollars, exceeds the sum of \$15,000.

E. Material Contract. The term "Material Contract" shall have the meaning ascribed to it in Section 5.3.

F. Agreement. The term "Agreement" shall mean this instrument and all Schedules and Exhibits attached hereto.

1. Sale. Purchase and Transfer of Intellectual Property Rights.

1.1 Assets. Subject to the terms and conditions of this Agreement, at the Closing referred to herein, Seller agrees to sell, transfer and assign and Buyer agrees to purchase and accept on the terms stated herein, all of Seller's right, title and interest in and to the Assets, including, without limitation, all contracts, contract rights, licenses, licenses, notifications, approvals and authorizations to the extent assignable associated therewith (the "Contracts").

1.2 Assignment of Contracts.

(a) Contracts Assignable Without Consent. Seller agrees to assign or cause to be assigned to Buyer or a Designee, as of the Closing, all of the rights of Seller under the Contracts that are assignable without consent of any third party and Buyer shall assume, as of the Closing,

(b) Seller to Use Reasonable Efforts. Anything in this Agreement to the contrary notwithstanding, Seller shall be obligated to sell, assign, transfer or convey or cause to be assigned, transferred or conveyed to Buyer or a Designee, if applicable, any of its rights in and to any of the Assets and first obtaining all necessary approvals, consents or waivers. Seller shall use all reasonable efforts, and cooperate with the Buyer, to obtain all necessary approvals, consents or waivers, or to resolve any impracticalities of transfer necessary to assign or convey to Buyer or a Designee, if applicable, the Asset as soon as practicable; provided, however, that neither Seller nor Buyer shall be obligated to pay any consideration therefor except for filing fees and other ordinary administrative charges which shall be paid by Seller to the third party from whom such approval, consent or waiver is requested. Such approvals, consents, and waivers shall be in favor of the Buyer and, if applicable, a Designee.

(c) If Waivers or Consents Cannot be Obtained. To the extent that any of the approvals, consents or waivers referred to in have not been obtained by Seller as of the Closing, or until the impracticalities of transfer are resolved. Seller shall, during the remaining term of such Contracts, use all reasonable efforts to (i) obtain the consent of any such third party with the filing fees and ordinary administrative charges payable to such third party shall be the sole responsibility of the Seller; (ii) cooperate with Buyer in any reasonable and lawful arrangements designed to provide the benefits of such Contracts to Buyer or a Designee, if applicable, so long as Buyer fully cooperates with Seller in such arrangements; and (iii) enforce, at the request of Buyer and at the expense of the Seller.

1.3 Transferring Assets and Licenses.

Seller will assign the Assets, transfer or convey, or cause to be assigned, transferred or conveyed to Buyer or a Designee, if applicable, at the Closing.

2. Purchase Price.

The purchase price for the Assets ("Purchase Price") shall be \$ 1, 925, 631 (one million nine hundred twenty five thousand six hundred thirty one dollars). Buyer will be invoiced upon Closing, and payment shall be due and payable within 30 business days from the receipt date of the invoice. Any recording fees or related Asset transfer fees shall be paid by Seller.

3. Closing.

The Closing shall take place on the date when Seller transfer all the Assets along with all the documents proving title to the Assets (Date of Closing). It shall happen within 3 months commencing from the Effective Date.

4. Conduct of the Seller Pending Closing.

(a) Between the date hereof and the Closing Date, Seller shall continue to operate the Business in the ordinary course and in a manner reasonably consistent with its present operating plan.

(b) Seller will not take any action, (i) the result of which will be to create a Material Adverse Effect on the value of the Assets, or (ii) which is both not reasonably consistent with its normal operating plan and not in the ordinary course of business, except as otherwise set forth in this Agreement.

5. Representations of Seller.

Seller represents to Buyer that:

5.1 Organization, Standing and Authority.

Seller is a corporation organized, under the laws of the State of Delaware.

5.2 Authorization of Agreement: Authority. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate and partnership action of Seller, and this Agreement constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The execution, delivery and performance of this Agreement by Seller will not (a) violate or conflict with Seller's corporate power and authority; (b) constitute a violation of any law, regulation, order, writ, judgment, injunction or decree applicable to Seller; or (c) subject to the receipt of appropriate consents as specified in this Agreement as of the Closing Date, conflict with, or result in the breach of the provisions of, or constitute a default under, any agreement, license, permit or other instrument to which Seller is a party or is bound or by which the Assets are bound.

5.3 Material Contracts. All of the Material Contracts which are to be transferred to Buyer at Closing, if any, have not been further modified, or amended. A Material Contract shall mean a

Contract which involves payments, performance of services or delivery of goods by or to Seller after the Closing Date in an amount with any value.

5.4 Litigation. Compliance with Laws. There are no judicial or administrative actions, proceedings or investigations pending or, to the best of Seller's knowledge, threatened, that question the validity of this Agreement or any action taken or to be taken by Seller in connection with this Agreement. There is no claim of infringement, litigation, proceeding or governmental investigation pending or, to the best of Seller's knowledge, threatened, or any order, injunction or decree outstanding which, if decided unfavorably, would have a Material Adverse Effect on Buyer.

5.5 The Assets. Seller has, or will have on the Closing Date, good and marketable title (which includes leasehold title if applicable) to the Assets to be transferred to Buyer on the Closing Date. Please see Exhibit A in regards to Assets to be transferred.

6. **Representations of Buyer.**

Buyer represents to Seller as follows:

6.1 Buyer's Organization. Buyer is a Corporation organized, existing and in good standing under the laws of Belize and has the full corporate power and authority to enter into and to perform this Agreement.

6.2 Authorization of Agreement. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary corporate action of Buyer, and this Agreement constitutes the valid and binding obligation of Buyer enforceable against it in accordance with its terms, except to the extent enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6.3 Consents of Third Parties. The execution, delivery and performance of this Agreement by Buyer will not (a) violate or conflict with the articles of organization or by-laws of Buyer; or (b) constitute a violation of any law, regulation, order, writ, judgment, injunction or decree applicable to Buyer.

6.4 Litigation. There are no judicial or administrative actions, proceedings or investigations pending or, to the best of Buyer's knowledge, threatened, that question the validity of this Agreement or any action taken or to be taken by Buyer in connection with this Agreement. There is no litigation, proceeding or governmental investigation pending or, to the best of Buyer's knowledge, threatened, or any order, injunction or decree outstanding, against the Buyer that, if adversely determined, would have a material effect upon Buyer's ability to perform its obligations under this Agreement.

7. **Further Agreements of the Parties.**

7.1 Access to Information. Buyer and each Designee shall have access to information and other Assets for due diligence investigation purposes and to facilitate an orderly transition in the management of those Assets in anticipation of Closing.

7.2 Notice of Changes and Events.

Each party shall promptly notify the other party in writing, and furnish to such party any information that such party may reasonably request, with respect to the occurrence of any event or the existence of any state of facts that would (i) result in the party's representations and

warranties not being true if they were made at any time prior to or as of the Closing Date, or (ii) impair the party's ability to perform its obligations under this Agreement.

7.3 Expenses. Except as otherwise specifically provided in this Agreement, Buyer and Seller shall bear their own respective expenses incurred in connection with this Agreement and in connection with all obligations required to be performed by each of them under this Agreement.

7.4 Publicity. Buyer shall have the right to issue a public announcement or press release concerning the transactions contemplated by this Agreement and, except as may be required by applicable law or regulation or rule of any stock exchange or organized securities market on which the securities of Buyer or Seller's securities listed or traded, will most likely make a public announcement or issue a press release.

7.5 Preservation of Records.

(a). Buyer agrees that neither Buyer nor any Designee shall destroy any records related to the Assets without first giving Seller sixty (60) days advance written notice and an opportunity to take custody of such records, at Seller's cost and expense, including reimbursement of Buyer's or any affected Designee's extraordinary costs, if any.

7.6 Buyer's Due Diligence.

Buyer may conduct due diligence examinations during a period commencing on the date hereof and ending at the close of business on the day prior to the Closing Date (the "Due Diligence Period").

8. Default; Remedies; Arbitration.

8.1 Default; Remedies. Time is of the essence of this Agreement. If either party fails or refuses to carry out this Agreement according to its terms, the other party shall be entitled to the remedies set forth below.

8.2 Arbitration. This Agreement shall not be subject to termination except as specifically provided in this Agreement. Any question, controversy or claim arising under or relating to this Agreement, including without limitation any such matter pertaining to an alleged event having a Material Adverse Effect or any adjustment of the Purchase Price, or for any breach hereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and the provisions of the laws of California relating to arbitration, as said rules and laws are in effect on the date of this Agreement. The arbitration shall be conducted in State of California, by and before a single arbitrator, who is experienced in the problem or problems in dispute, to be agreed upon by the Seller and Buyer, or if they are unable to agree upon an arbitrator within ten (10) days after written demand by either party for arbitration, then, at the written request of either party, the arbitrator shall be appointed by the American Arbitration Association. Proceedings to obtain a judgment with respect to any award rendered hereunder shall be undertaken in accordance with the laws of Delaware including the conflicts of laws provisions thereof.

Each party shall pay one-half of the arbitrator's fees and expenses. Upon application to the arbitrator, the parties shall be entitled to limited discovery, including only exchange of documents and only depositions on such terms as the arbitrator may allow for purposes of fairness and to reduce the overall time and expense of the arbitration.

9. Indemnification and Related Matters.

9.1 Indemnification.

Buyer agrees to save, defend, indemnify and hold Seller and its officers and directors, parents, subsidiaries, shareholders, affiliates, predecessors, successors and assigns (and their respective officers, directors, employees and agents) harmless from and against any loss, claims, liabilities, damages, costs and expenses, including attorneys' fees incurred with respect to third parties ("Damages") resulting from, based upon, or arising out of:

- (i) any breaches, occurring before, at or after Closing, of Contracts, Long Term Leases, permits, licenses, and all other agreements and obligations transferred or assigned to Buyer;
- (ii) the operation, management or condition of the Assets or Business at or after the Closing;
- (iii) all matters assumed by the Buyer pursuant to any and all provisions of this Agreement or any related agreement; and
- (iv) all actions, claims, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorneys' fees (incurred with respect to third parties), with respect to the foregoing.

Seller agrees to save, defend, indemnify and hold Buyer and its officers and directors, parents, subsidiaries, affiliates, predecessors, successors and assigns (and their respective officers, directors, employees and agents) harmless from and against any loss, claims, liabilities, damages, costs and expenses, including attorneys' fees incurred with respect to third parties ("Damages") resulting from, based upon, or arising out of:

- (i) infringement claims brought against the Assets or any portion thereof, any breaches, occurring before the Closing, of Contracts, Long Term Leases, permits, licenses, and all other agreements and obligations transferred or assigned to Buyer;
- (ii) the operation, management or condition of the Assets or Business or, whether arising before the Closing, excluding only those matters covered by Section 9 above; and
- (iii) all actions, claims, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorneys' fees (incurred with respect to third parties), with respect to the foregoing.

9.2 Defense of Claims by Third Parties. If any claim is made against a party that, if sustained, would give rise to a liability of the other under this Agreement, Buyer or Seller, as the case may be, shall promptly cause notice of the claim to be delivered to the other and shall notify the other party and its counsel of its obligation to defend such claim, at such other party's sole expense. The obligation to defend indemnity claims shall be the responsibility of each party for a period of two (2) years, with counsel satisfactory to the party against which such claim is made.

10. Miscellaneous.

10.1. Entire Agreement. This Agreement contains, and is intended as, a complete statement of all of the terms of the arrangements between the parties with respect to the matters provided for, supersedes any previous agreements and understandings between the parties with respect to those matters, and cannot be changed or terminated orally.

10.2 Governing Law. Seller and Buyer each hereby consent to personal jurisdiction in any action brought with respect to this Agreement and the transactions contemplated hereunder in State of California and to the arbitration described in Section 8 of this Agreement shall be governed by and construed in accordance with the law of the State of California.

10.3 Notices. All notices and other communications under this Agreement may be given by one party to the other by email.

10.4 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.

10.5 Further Assurances and Assistance. Buyer and Seller agree that each will execute and deliver to the other any and all documents, in addition to those expressly provided for herein, that may be necessary or appropriate to effectuate the provisions of this Agreement, whether before, at or after the Closing. Seller agrees that, at any time and from time to time after the Closing, it will execute and deliver to Buyer such further assignments or other written assurances as Buyer may reasonably request to perfect and protect Buyer's title to the Assets.

10.6 Survival. The terms, covenants, agreements, representations and warranties contained in or made pursuant to this Agreement together with all indemnities and undertakings contained herein shall survive the Closing for two (2) years, and shall not be deemed to have been merged in any of the documents delivered at the Closing, irrespective of any investigation made by or on behalf of any party.

10.7 Waiver. Any party may waive compliance by another with any of the provisions of this Agreement. No waiver of any provision shall be construed as a waiver of any other provision. Any waiver must be in writing and signed by the party waiving such provision.

10.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but which together shall constitute one and the same Agreement.

10.9 No Recordation. Neither this Agreement nor a memorandum hereof shall be recorded in any jurisdiction or public record.

10.10. Electronic Signatures. The parties hereto agree that facsimile signatures and/or e-signatures shall be as effective as if originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.


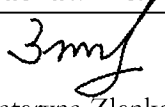
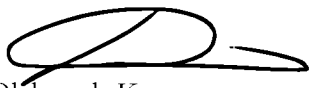
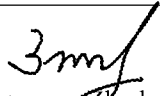
Buyer Hilderband Limited	Seller MacPaw Inc.
 Oleksandr Kosovan, Authorized signatory under the Power of Attorney	 Kateryna Zlenko, Authorized signatory under the Power of Attorney

Exhibit A

List of Assets

Copyright/Patent	Region
1) Gemini - The Duplicate Finder	USA
2) CleanMyMac2	USA
3) Hider 2: Encrypt and Password Protect Files	USA
4) CleanMyMac3	USA
5) Gemini 2	USA
6) CleanMyMac X new design	USA
7) System & Method for Reclaiming Storage Space	USA
8) System & Method for Software Activation	USA
9) Continuation for S & M for Software Activation	USA
10) PCT - Internation application for S&M	International
11) A teaser for an application	USA
12) System & Method for Monitoring Applications	USA
13) PCT - International Method for Monitoring Applications	International

Buyer Hilderband Limited	Seller MacPaw Inc.
 Oleksandr Kosovan, Authorized signatory under the Power of Attorney	 Kateryna Zlenko, Authorized signatory under the Power of Attorney