

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7828770

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SOUTHBANK SOFTWARE PTY LTD	02/21/2023
RECEIVING PARTY DATA	
Name:	ONESPAN CANADA INC.
Street Address:	1100 AVE DES CANADIENS-DE-MONTREAL
Internal Address:	SUITE 250
City:	MONTREAL, QC
State/Country:	CANADA
Postal Code:	H3B 2S2
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	63279663
Application Number:	17986455
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:	patentclerk@cm.law
Correspondent Name:	CULHANE MEADOWS PLLC
Address Line 1:	34 SUGAR RIDGE LANE
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ATTORNEY DOCKET NUMBER:	OSI-205US1
NAME OF SUBMITTER:	DENISE WILSON
SIGNATURE:	/Denise Wilson/
DATE SIGNED:	03/06/2023
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), effective as of January 26, 2023, is made by Southbank Software Pty Ltd ("**Seller**"), an Australian proprietary limited company, located at 61 Kingsville St, Kingsville, VIC 3012, in favor of OneSpan Canada Inc. ("**Buyer**"), a Canadian corporation, located at Windsor Station 1100 Ave des Canadiens-de-Montreal, Suite 250, Montreal, QC H3B 2S2, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of January 26, 2003 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

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

- (a) the patents and patent applications set forth in Schedule I hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including but not limited to the right to claim priority from any of the Patents;
- (c) 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
- (d) 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, 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent 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 Seller and Buyer with respect to the Assigned Patents. 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. Counterparts. This Patent 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 Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

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

6. Governing Law. This Patent 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 Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

Southbank Software Pty Ltd

By: **E-SIGNED by Guy Harrison**

on 2023-02-21 00:18:08 GMT
Name: Guy Harrison

Title: Chief Technology Officer

AGREED TO AND ACCEPTED:

OneSpan Canada Inc.

By:

Name: _____

Title:

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

Southbank Software Pty Ltd

By:

.....
Name:

Title:

AGREED TO AND ACCEPTED:

OneSpan Canada Inc.

By: E-SIGNED by Matthew Moynahan
on 2023-02-20 13:55:49 GMT

.....
Name: Matthew Moynahan

Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
None			

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
BLOCKCHAIN-ENHANCED PROOF OF IDENTITY	USA	63/279,663	November 15, 2021
BLOCKCHAIN-ENHANCED PROOF OF IDENTITY	USA	17/986,455	November 14, 2022