

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8061525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DELUXE CORPORATION	06/29/2023
RECEIVING PARTY DATA	
Name:	HOSTPAPA, INC.
Street Address:	5063 NORTH SERVICE ROAD
City:	BURLINGTON, ONTARIO
State/Country:	CANADA
Postal Code:	L7L 5H6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10187444
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>	
Phone:	7168477066
Email:	dprincipe@phillipslytle.com
Correspondent Name:	DAVID L. PRINCIPE
Address Line 1:	125 MAIN STREET
Address Line 2:	SUITE 800
Address Line 4:	BUFFALO, NEW YORK 14203
NAME OF SUBMITTER:	DAVID L. PRINCIPE
SIGNATURE:	/david principe/
DATE SIGNED:	07/17/2023
Total Attachments: 10	
source=DSBSBillofSale_AssignmentandAssumptionAgreement#page1.tif	
source=DSBSBillofSale_AssignmentandAssumptionAgreement#page2.tif	
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source=DSBSBillofSale_AssignmentandAssumptionAgreement#page4.tif	
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source=DSBSTransferredAssetsDefinitionsandScheduleforBillofSale#page2.tif	

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PATENT

REEL: 064289 FRAME: 0106

BILL OF SALE & ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE & ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*"), dated as of June 29, 2023, is executed and delivered by Deluxe Small Business Sales, Inc., a Minnesota corporation ("*DSBS*"), Deluxe Corporation, a Minnesota corporation ("*Deluxe*"), and Deluxe Enterprise Operations, LLC, a Minnesota limited liability company ("*DEO*" and together with DSBS and Deluxe, the "*Seller Entities*"), each with offices at 801 S. Marquette Ave, Minneapolis, MN 55402, to HostPapa, Inc., an Ontario corporation with offices at 5063 North Service Road, Suite 102, Burlington, ON L7L 5H6 ("*Buyer*").

BACKGROUND

Pursuant to that certain Stock and Asset Purchase Agreement (the "*Purchase Agreement*") dated as of January 31, 2023, as amended, by and between Buyer and DSBS, the Seller Entities have agreed to sell, assign, transfer, deliver and convey to Buyer the Transferred Assets.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, and intending to be legally bound hereby, the Seller Entities and Buyer hereby agree as follows:

1. The Seller Entities hereby sell, convey, transfer, and irrevocably assign and deliver unto Buyer all of the Seller Entities' right, title and interest in, to and under the applicable Transferred Assets to have and to hold all of the applicable Transferred Assets hereby conveyed to Buyer and its successors and assigns, for their own use and benefit forever, free and clear of all Liens (other than Permitted Liens).

2. Buyer hereby assumes and agrees to pay, perform and discharge when due all the Assumed Liabilities. Notwithstanding the foregoing, Buyer does not and will not assume or become obligated to pay or perform or have any responsibility, whatsoever, with respect to, any of the Excluded Liabilities, each of which shall be retained, paid, performed, discharged and satisfied by the applicable Seller Entities as the same shall become due and payable in accordance with their respective terms.

3. Each Seller Entity, for itself and its successors and assigns, hereby covenants that from time to time and at Buyer's request, but without further consideration, such Seller Entity will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all and every such further acts, transfers, conveyances, assignments, powers of attorney and assurances as reasonably may be required for more effectively assuring, conveying, transferring, confirming and vesting unto Buyer any of the applicable Transferred Assets and for aiding and assisting Buyer in collecting and reducing the same to possession. The execution and delivery of any such additional documents or instruments shall not affect the validity of this Agreement.

4. This Agreement shall be binding upon the Seller Entities and their respective successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns. All representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect as provided in the Purchase Agreement. Neither the making nor the acceptance of this Agreement or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular Transferred Asset shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any Person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement. Notwithstanding anything to the contrary in this Agreement, the obligations of each Seller Entity under this Agreement shall apply, on a several and not joint basis, solely with respect to the Transferred Assets that are owned by such Seller Entity, and shall not apply with respect to any Transferred Assets that are owned by any other Seller Entity.

6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario without regard to the conflicts of laws provisions of any jurisdiction.

7. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

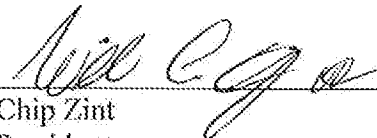
8. This Agreement may be executed (including by electronic signature, facsimile or email of a .pdf attachment) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Agreement may be delivered by electronic signature, facsimile or email of a .pdf attachment, and each party hereto shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

[Signature page follows]

The undersigned have caused this Bill of Sale & Assignment and Assumption Agreement to be duly executed as of the date first above written.

SELLER ENTITIES:


DELUXE SMALL BUSINESS SALES, INC.

By: 
Name: Chip Zint
Title: President

DELUXE CORPORATION

By: 
Name: Chip Zint
Title: Chief Financial Officer

DELUXE ENTERPRISE OPERATIONS, LLC

By: 
Name: Chip Zint
Title: President

BUYER:

HOSTPAPA, INC.

By: _____
Name: Jamie Opalchuk
Title: President & CEO

[Signature Page to Bill of Sale & Assignment and Assumption Agreement]

The undersigned have caused this Bill of Sale & Assignment and Assumption Agreement to be duly executed as of the date first above written.

SELLER ENTITIES:

DELUXE SMALL BUSINESS SALES, INC.

By: _____
Name: Chip Zint
Title: President

DELUXE CORPORATION

By: _____
Name: Chip Zint
Title: Chief Financial Officer

DELUXE ENTERPRISE OPERATIONS, LLC

By: _____
Name: Chip Zint
Title: President

BUYER:

HOSTPAPA, INC.

By: _____
Name: Jamie Opalchuk
Title: President & CEO



[Signature Page to Bill of Sale & Assignment and Assumption Agreement]

“**Transactions**” means the transactions contemplated by this Agreement and the Ancillary Agreements.

“**Transfer Taxes**” has the meaning provided such term in Section 5.9(c).

“**Transferred Assets**” means all of the Seller Entities’ right, title and interest, as of the Closing, in and to all of the assets, properties and rights Related to the Business and owned, held or used by the Seller Entities, but excluding the Purchased Equity Interests and any other equity interests in any other Person, including the following:

- a. Subject to Section 5.3(e), (i) each Contract, including the Contracts set forth on Schedule 1.1(g), exclusively related to the Business, (ii) those portions of the Shared Contracts set forth on Schedule 1.1(h) that relate exclusively to the Business, (iii) any Contract executed after the date of this Agreement and prior to the Closing that is exclusively related to the Business and which Buyer and Seller have mutually agreed should be included as a “Transferred Business Contract,” and (iv) those portions of any Shared Contracts executed after the date of this Agreement and prior to the Closing that relate exclusively to the Business which Buyer and Seller have mutually agreed should be included as “Transferred Business Contracts”, in each case to which a Seller Entity is a party (collectively, such Contracts or portion of such Contracts referred to in clauses (i) through (iv), the “**Transferred Business Contracts**”); provided, that Seller may update Schedule 1.1(g) and Schedule 1.1(h) no later than three (3) Business Days prior to the Closing Date solely to account for (x) new Contracts referred to in any of the preceding clauses (iii) and (iv), and (y) the removal of Business Contracts that have terminated in accordance with their terms after the date of this Agreement and prior to the Closing Date;
- b. (i) The owned real property listed on Schedule 1.1(i) (together with all buildings, fixtures and improvements erected thereon and all easements and other rights and interests appurtenant thereto, the “**Transferred Owned Real Property**”) and (ii) the real property leases, subleases, licenses, sublicenses or other occupancy agreements from a third party to a Seller Entity as lessee listed on Schedule 1.1(j) (such leases, the “**Transferred Real Property Leases**” and such leased real property, the “**Transferred Leased Property**”);
- c. Any and all Intellectual Property owned by a Seller Entity and exclusively related to the Business, including those Patents, Trademarks, Copyrights, Software and Internet Properties listed on Schedule 1.1(k) (the “**Transferred Owned Intellectual Property**”);
- d. All Commercial Data to the extent Related to the Business, solely (i) to the extent and in the form such copies can be provided in compliance with applicable Law, any privacy policies of Seller and any applicable contractual restrictions and (ii) to the extent that such Commercial Data can be segregated from any other Commercial Data of Seller or its Affiliates (the “**Transferred Commercial Data**”);

- e. (i) All machinery, equipment, office equipment and all other items of Tangible Personal Property located at the Transferred Owned Real Property or the Transferred Leased Property and (ii) any other Tangible Personal Property to the extent exclusively related to the Business, except for the Tangible Personal Property listed on Schedule 1.1(l) (collectively, the “***Transferred Tangible Personal Property***”);
- f. Any and all Information Technology Related to the Business and located at the Transferred Owned Real Property or the Transferred Leased Property, except for the Information Technology listed on Schedule 1.1(m) (collectively, the “***Transferred Information Technology***”);
- g. To the extent transferable under applicable Law, all Permits used exclusively in, or obtained exclusively for, the Business or the ownership, use or operation of the Transferred Assets (the “***Transferred Permits***”);
- h. Ownership and all originals of any and all documents, books, records (other than Tax Returns and other books and records related to Taxes), books of account, files and data (including any and all Transferred Commercial Data), catalogs, brochures, sales literature, operating and other manuals, research and development files, lists of present and former suppliers, lists of present and former customers, certificates and other documents Related to the Business in the possession of any Seller Entity, other than any personnel files (except as set forth in the paragraph below) and other than any books, records or other materials that (i) such Seller Entity is required by Law to retain (copies of which, to the extent permitted by Law, will be made available to Buyer upon Buyer’s reasonable request) or (ii) may be located at the Transferred Leased Property or the Transferred Owned Real Property to the extent not Related to the Business; provided, that, with respect to any such books, records or other materials that are Transferred Assets pursuant to this clause (h), such Seller Entity shall be permitted to keep (A) copies of such books, records or other materials to the extent required to demonstrate compliance with applicable Law or pursuant to internal compliance procedures, (B) copies of such books, records or other materials to the extent related to any Excluded Assets or Seller’s and its Affiliates’ obligations under this Agreement or any Ancillary Agreements, and (C) such books, records or other materials in the form of so-called “back-up” electronic tapes that are archived by such Seller Entity in the ordinary course of business (the “***Transferred Business Records***”);
- i. To the extent transferrable in compliance with applicable Law, copies of the portions of all personnel files of Transferred Employees relating to (i) the five-year period preceding the Closing and (ii) each applicable Transferred Employee’s services to the Business (the “***Transferred Personnel Files***”);
- j. All prepaid expenses, deferred charges, advance payment and security deposits, in each case, exclusively related to the Business;

- k. All rights to the commercially published main telephone numbers used exclusively in the Business;
- l. All other goodwill and going concern value associated with the Business; and
- m. Other than Excluded Assets, all other assets, properties or rights of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, that are owned by any Seller Entity and Related to the Business.

“**Transferred Business Contracts**” has the meaning provided such term in the definition of Transferred Assets.

“**Transferred Business Records**” has the meaning provided such term in the definition of Transferred Assets.

“**Transferred Commercial Data**” has the meaning provided such term in the definition of Transferred Assets.

“**Transferred Employee**” means any (a) Purchased Company Business Employee, or (b) Seller Business Employee who pursuant to Section 5.10(b) accepts an offer of employment from Buyer or any of its Affiliates and commences employment with Buyer or any of its Affiliates upon the Closing.

“**Transferred Information Technology**” has the meaning provided such term in the definition of Transferred Assets.

“**Transferred Leased Property**” has the meaning provided such term in the definition of Transferred Assets.

“**Transferred Owned Intellectual Property**” has the meaning provided such term in the definition of Transferred Assets.

“**Transferred Owned Real Property**” has the meaning provided such term in the definition of Transferred Assets.

“**Transferred Permits**” has the meaning provided such term in the definition of Transferred Assets.

“**Transferred Personnel Files**” has the meaning provided such term in the definition of Transferred Assets.

“**Transferred Real Property Leases**” has the meaning provided such term in the definition of Transferred Assets.

“**Transferred Tangible Personal Property**” has the meaning provided such term in the definition of Transferred Assets.

Schedule 1.1(k) – Transferred Owned Intellectual Property

1. Trademarks

Trademark	Country	Registration No.	Owner
ANNOUNCER	United States	3668626	Deluxe Small Business Sales, Inc.
APLUS.NET & DESIGN	United States	3745889	Deluxe Small Business Sales, Inc.
BEHIND THE BRANDS THAT POWER SMALL BUSINESS	United States	5301991	Deluxe Small Business Sales, Inc.
COLOCROSSING	United States	5255454	Deluxe Small Business Sales, Inc.
FAXWIRE	United States	3647142	Deluxe Small Business Sales, Inc.
HOSTOPIA	United States	5163838	Deluxe Small Business Sales, Inc.
LOGOMOJO & Design	United States	3564554	Deluxe Enterprise Operations, LLC
WEBSITEOS	United States	3070079	Deluxe Small Business Sales, Inc.
LOGOMOJO & SWIRL DESIGN	Canada	TMA758365	Deluxe Enterprise Operations, LLC
BEHIND THE BRANDS THAT POWER SMALL BUSINESS	Canada	TMA1002923	Deluxe Small Business Sales, Inc.
ANNOUNCER	Canada	TMA767662	Deluxe Small Business Sales, Inc.
EASYBLOGBUILDER	Canada	TMA765427	Deluxe Small Business Sales, Inc.
EASYLIVECHAT	Canada	TMA750811	Deluxe Small Business Sales, Inc.

Trademark	Country	Registration No.	Owner
EASYMAIL	Canada	TMA721702	Deluxe Small Business Sales, Inc.
EASYSITEOPTIMIZER	Canada	TMA765435	Deluxe Small Business Sales, Inc.
EASYSITEWIZARD	Canada	TMA663286	Deluxe Small Business Sales, Inc.
EASYSTOREMAKER	Canada	TMA765434	Deluxe Small Business Sales, Inc.
FAXWIRE	Canada	TMA767762	Deluxe Small Business Sales, Inc.
Hostopia	Canada	TMA561606	Deluxe Small Business Sales, Inc.
WEBHOSTOS	Canada	TMA776388	Deluxe Small Business Sales, Inc.
WEBSITEOS	Canada	TMA753574	Deluxe Small Business Sales, Inc.
Nexthaus	Canada	TMA779979	Nexthaus Corporation
SYNCJE	Canada	TMA774683	Nexthaus Corporation

2. Patents

Patent Number	Title	Country	Owner
8,832,206	Email recipient behavior tracking	United States	Deluxe Small Business Sales, Inc.
10,187,444	System and method of automatic generation and insertion of analytic tracking codes	United States	Deluxe Corporation

Patent Number	Title	Country	Owner
CA2752447	Method and system for email recipient behavior tracking	Canada	Hostopia.com Inc.*
CA2775172	System and method for search engine campaign management	Canada	Hostopia.com Inc.*

* Note: Hostopia.com Inc. has merged into Deluxe Small Business Sales, Inc.

3. Software

- Anti-Abuse Platform
- CLOE
- ColoCrossing Portal
- Dispatch/Partner Web Interface
- Docket Management System
- EasyStart
- Hosting APIs (RRAD, REST, Webmail, Web, Fax)
- Hosting Billing Platform
- Hosting Email Platform
- Hosting Portal/Control Panel
- Hosting Web Platform
- Modular Sales Platform
- Nomad Apps
- Online Fax Platform
- Online Presence Builder
- Right Time Engagement
- WebHostOS + Squared
- Webmail Platform
- WebsiteOS
- WebsiteOS Apps

4. Internet Properties

A. Internet Protocol Addresses

All Internet Protocol addresses owned by any Seller Entity and exclusively related to the Business. Exhibit 1.1 (k)-4a is incorporated herein by reference.