

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8094484

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DRIVECARE TECHNOLOGIES INC.	01/23/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DRIVECARE INTERNATIONAL B.V.
<b>Street Address:</b>	MADRIDSTRAAT 41-43
<b>City:</b>	LIJNDEN 1175 RK
<b>State/Country:</b>	NETHERLANDS
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11477319
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(613)235-2508
<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>	
<b>Phone:</b>	6132327302
<b>Email:</b>	barry.hutsel@moffatco.com
<b>Correspondent Name:</b>	BARRY HUTSEL
<b>Address Line 1:</b>	715-11 HOLLAND AVE
<b>Address Line 4:</b>	OTTAWA, ONTARIO K1Y 4S1
<b>ATTORNEY DOCKET NUMBER:</b>	5497-105
<b>NAME OF SUBMITTER:</b>	BARRY HUTSEL
<b>SIGNATURE:</b>	/Barry Hutsel/
<b>DATE SIGNED:</b>	08/03/2023
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 7</b>	
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## ASSIGNMENT

WHEREAS, Drivecare Technologies Inc., located at, 187 Bluewater Road, Halifax, Nova Scotia, B4B 1H1, Canada (CA) ("Assignor") is the owner of a certain invention titled **APPARATUS AND METHOD FOR PREVENTING USE OF A MOBILE DEVICE WHILE OPERATING A VEHICLE** (the "invention") described and claimed in the following patent applications

Application Number	Country	Application Date
2,941,368	Canada	2016-09-08
PCT/CA2017/051057	WIPO	2017-09-08
16/465,844	USA	2019-05-31
17847856.6	Europe	2019-06-26

(collectively referred to herein as "the Applications")

WHEREAS, [[DriveCare International B.V.], whose full post office address is, Madridstraat 41-43, Ujnden, 1175RK, the Netherlands ("Assignee") is desirous of acquiring the entire right, title and interest in, to and under the said Invention and the said Applications therefor, worldwide, inclusive of any and all priority rights derived therefrom, and in and to all patent applications filed therefor, worldwide, and all Letters Patent to be granted for the said invention;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration paid to Assignor by Assignee, receipt of which is hereby acknowledged, the said Assignor, does hereby sell, assign and set over unto the Assignee the entire right, title and interest in and to the said Invention, and in and to the said Applications, and in an to all applications filed and Letters Patent obtained therefor, worldwide, inclusive of any and all priority rights and Convention and Treaty rights derived therefrom, including any continuation, division, renewal, substitute or reissue thereof, the same to be held and enjoyed by the Assignee, its successors, assigns or legal representatives to the full ends of the terms for which

all Letters Patent therefor may be granted including any extensions or reissues thereof as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR FURTHER COVENANTS AND AGREES to execute or procure any further necessary assurance of the title to the said Invention and Letters Patent and will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers that may be necessary or desirable to perfect the title to said Invention or any Letters Patent which may be granted therefor to the Assignee, its successors, assigns, or other legal representatives worldwide and will at any time upon the request and at the expense of the Assignee testify in any legal proceeding, sign all lawful papers, execute any additional divisional, substituting, continuing or reissue applications for patents for said Invention or any part or parts thereof, make all rightful oaths and generally do all lawful acts to aid the Assignee, its successors, assigns or other legal representatives to obtain and enforce patent protection in said Invention worldwide without further compensation but at the expense of the Assignee, its successors, assigns or other legal representatives;

AND ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the relevant authority to issue any and all Letters Patent for said Invention or resulting from said Applications or from any division, reissue or extension thereof to the Assignee as sole Assignee;

AND ASSIGNEE herewith accepts the assignment;

#### **Warranties**

The Assignor represents and warrants that, as at the date of this agreement:

it is the sole legal and beneficial owner of the rights assigned by this agreement and, in respect of each of the Registered IP Rights, it is properly registered as the applicant or proprietor; all the

assigned rights are subsisting and enforceable and nothing has been done to make them invalid; all application, registration, renewal and other fees in respect of each of the Registered IP Rights have been paid:

- a. all previous assignments of the Applications are valid and were registered within applicable time limits;
- b. it has not assigned or licensed any of the rights assigned by this agreement;
- c. the rights assigned by this agreement are free from any security interest, option, mortgage, charge or lien;
- d. the Applications and underlying Inventions are its original work, and have not been and will not be copied wholly or substantially from any other source;
- e. the Applications and underlying Inventions were not commonplace in the relevant design field at the time of their creation;
- f. it is unaware of any infringement, or likely infringement, of any of the rights assigned by this agreement or any challenge or likely challenge to the validity of any of the Applications or of anything that might render any of the Applications invalid or prevent any application in the Registered IP Rights proceeding to grant;
- g. so far as it is aware, exploitation of the rights assigned by this agreement will not infringe the rights of any third party; and
- h. the Applications and underlying Inventions contain nothing that is defamatory or indecent.

#### **Indemnities**

The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

- a. any breach by the Assignor of the warranties in clause above; or
- b. the enforcement of this agreement.



Page 3 of 7

At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach. This indemnity shall apply whether or not the Assignee has been negligent or at fault.

#### **Taxation**

If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

#### **Power of Attorney**

The Assignor appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement. A certificate in writing, signed by any director or the secretary of the Assignee or by any person appointed in accordance with this clause, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Designs, Future Designs and Registered Designs and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

#### **Counterparts**

This agreement may be executed in any number of counterparts, each of which when executed [and delivered] shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.



**Severance**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of The Netherlands.

**Jurisdiction.**

Each party irrevocably agrees that the courts of The Netherlands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).



Signature

IN TESTIMONY WHEREOF, I confirm that I have the authority to act on behalf of the Assignor and I have hereunto set my hand and affixed my seal.

Drivecare Technologies Inc.

Date:

Jan 23 / 2020



Print Name:

Angus Poulain

Print Title:

CEO

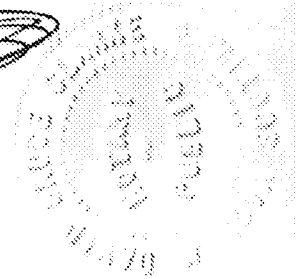
**WITNESS STATEMENT**

I was personally present and did see the above-mentioned person, who is known to me, execute the above assignment on behalf of the Assignor.

Witness Signature:

(Print Name of Witness:

D. BRUCE CLARK:





IN TESTIMONY, WHEREOF, I confirm that I have the authority to act on behalf of the Assignee and I have hereunto set my hand and affixed my seal.

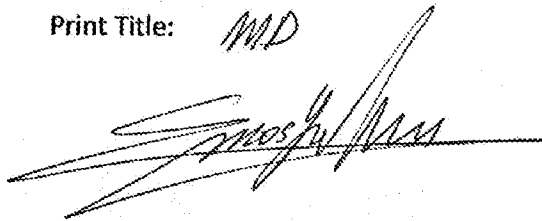
[[DriveCare International B.V.]

Date:

25/11/2020

Print Name: *EMOS YARKONI LEVI*

Print Title: *MD*



WITNESS STATEMENT

I was personally present and did see the above-mentioned person, who is known to me, execute the above assignment on behalf of the Assignee.

Witness Signature:



(Print Name of Witness:

*J den Burg, notary*)