

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8166099

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PETER TANUGRAHA	09/11/2019
RECEIVING PARTY DATA	
Name:	NIGHTINGALE.AI CORP.
Street Address:	10583 ARBUTUS WYND
City:	SURREY
State/Country:	CANADA
Postal Code:	V4N 1W5
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62888469
Application Number:	16995523
CORRESPONDENCE DATA	
Fax Number:	(416)361-1398
<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:	4163647311
Email:	jbelvedere@bereskinparr.com
Correspondent Name:	BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.
Address Line 1:	40 KING STREET WEST
Address Line 2:	40TH FLOOR
Address Line 4:	TORONTO, ONTARIO, CANADA M5H 3Y2
NAME OF SUBMITTER:	TONINO ROSARIO ORSI
SIGNATURE:	/Tony Orsi/
DATE SIGNED:	09/13/2023
Total Attachments: 15	
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FOUNDER'S CONFIDENTIAL INFORMATION AND IP ASSIGNMENT AGREEMENT

Effective Date: <[REDACTED]>

Name: **Peter Tanugraha**

BACKGROUND:

- A. I am a founder of **NIGHTINGALE.AI CORP.** (together with its subsidiaries, parents, affiliates, successors and assigns, "**Company**").
- B. At the time of the incorporation, organization or reorganization of Company, I held Work Product (defined below) which: (a) related, at the time of making, conception, reduction to practice, creation, or learning of such Work Product, to Company's business or anticipated business or actual or demonstrably anticipated research or development; or (b) resulted directly or indirectly from work I performed for Company or in anticipation of its formation.
- C. The assignment to Company of the Work Product and the associated Intellectual Property Rights (defined below), and my entering into this Agreement, were intended by Company and me to be a condition to the issuance of shares in Company to me.
- D. I am entering into this Agreement to confirm my assignment to Company of the Work Product and the associated Intellectual Property Rights.

In consideration of the sum of [REDACTED] paid to me now by Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

ARTICLE 1 CONFIDENTIAL INFORMATION

1.1 Recognition of Company's Rights; Nondisclosure.

I agree that my role with Company creates a relationship of confidence and trust with respect to Company's Confidential Information (as defined below) and that Company has a protectable interest in its Confidential Information. At all times during and after my involvement with Company, I will hold in strictest confidence and will not use or disclose any of Company's Confidential Information, except for any use or disclosure that is required in connection with my work for Company, or unless an officer of Company expressly authorizes such use or disclosure in writing. I will take all reasonable precautions to prevent the inadvertent accidental disclosure of Confidential Information. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Confidential Information. I hereby assign to Company

any rights I may have or acquire in such Confidential Information and recognize that all Confidential Information shall be the sole property of Company and its assigns. Notwithstanding the foregoing, it is understood that, at all times, I am free to use information which is generally known in the trade or industry, and which is not gained as a result of a breach of this Agreement or other act or omission by me.

1.2 Confidential Information.

[REDACTED]

1.3 Third Party Information.

[REDACTED]

1.4 No Improper Use of Information of Prior Employers and Others.

[REDACTED]

ARTICLE 2 ASSIGNMENT OF MY WORK PRODUCT

2.1 Definitions.

In this Agreement: (a) “**Company Property**” means all Work Product and Intellectual Property Rights assigned to Company pursuant to this Agreement or to a third party as directed by Company pursuant to section 2.7, and includes the Work Product and Intellectual Property Rights assigned to Company in Schedule B; (b) “**Intellectual Property Rights**” means all trade secret, patent, copyright, industrial design, integrated circuit topography, trademark, service mark, trade or business name rights and other intellectual property rights recognized by the laws of any jurisdiction; (c) “**Moral Rights**” means the right to the integrity of a work, the right to be associated with a work as its author or performer by name or under a pseudonym, the right to remain anonymous, and any other similar rights recognized by the laws of any jurisdiction; and (d) “**Work Product**” means all things, tangible and intangible, made, conceived, reduced to practice, created, or learned by me, either alone or with others, including without limitation all trade secrets, inventions, industrial designs, integrated circuit topographies, ideas, processes, formulas, algorithms, software in source and object code, internet domain names, trademarks, creations, schematics, data, programs, other works of authorship, know-how, improvements, innovations, discoveries, developments, designs, techniques, and any other proprietary technology made, conceived, reduced to practice, created, or learned by me, either alone or with others.

2.2 Excluded Work Product and Other Work Product.

Attached hereto as Schedule A is a list describing all existing Work Product and Intellectual Property Rights, if any, whether patented or unpatented: (a) that are owned by me or in which I have an interest and were made or acquired by me prior to the commencement of my involvement with Company; (b) that may relate to Company’s business or actual or demonstrably anticipated research or development; and (c) that are not to be assigned to Company (“**Excluded Work Product**”). If disclosure of any Excluded Work Product would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Excluded Work Product in Schedule A but am only to disclose a cursory name for each such Excluded Work Product, the parties to whom it

belongs, and the fact that full disclosure as to such Excluded Work Product has not been made for that reason. A space is provided on Schedule A for this purpose. If no such list is attached, I represent and agree that it is because I have no Excluded Work Product. For purposes of this Agreement, "**Other Work Product**" means Work Product and Intellectual Property Rights in which I have or may have an interest, as of the commencement of my involvement with Company or thereafter, other than Company Property and Excluded Work Product. I acknowledge and agree that if I use any Excluded Work Product or any Other Work Product in any work for Company, or if I include any Excluded Work Product or Other Work Product in any product or service of Company, or if my rights in any Excluded Work Product or Other Work Product may block or interfere with, or may otherwise be required for, the exercise by Company of any rights assigned to Company under this Agreement, I will immediately so notify Company in writing. Unless Company and I agree otherwise in writing as to any particular Excluded Work Product or Other Work Product, I hereby grant to Company, in such circumstances (whether or not I give Company notice as required above), a non-exclusive, perpetual, transferable, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Excluded Work Product and Other Work Product. To the extent that any third parties have rights in any such Excluded Work Product or Other Work Product, I hereby represent and warrant that such third parties have validly and irrevocably granted to me the right to grant the license stated above.

2.3 Assignment by Founder.

Except for Excluded Work Product set forth in Schedule A and subject to section 2.6, I hereby assign and agree to assign to Company all my right, title, and interest in and to any and all Work Product (and all Intellectual Property Rights with respect to such Work Product) made, conceived, reduced to practice, created, or learned by me, either alone or with others, whether before or after the incorporation or organization of Company which: (a) related, at the time of making, conception, reduction to practice, creation, or learning of such Work Product, to Company's business or anticipated business or actual or demonstrably anticipated research or development, or (b) resulted directly or indirectly from any work I performed for Company or in anticipation of its formation. To the extent such assignment in any such Work Product or Intellectual Property Rights is not immediately effective under applicable laws relating to Intellectual Property Rights in any jurisdiction, I agree to assign such Work Product and Intellectual Property Rights to Company in the future when the applicable Work Product is first reduced to practice or first fixed in a tangible medium, or when such assignment can otherwise first be effectively made, and until such assignment I shall hold such Intellectual Property Rights in trust for Company.

2.4 Waiver of Moral Rights.

I hereby unconditionally and irrevocably waive any and all Moral Rights which I may have in any and all Company Property.

2.5 Obligation to Keep Company Informed.

During the period of my involvement with Company and for six months after termination of my involvement with Company, I will promptly and fully disclose to Company in writing all Work Product made, conceived, reduced to practice, created, or learned by me, either alone or jointly with others. In addition, I will promptly disclose to Company all patent applications filed by me or on my behalf within a year after termination of my involvement with Company. I will preserve the confidentiality of any Work Product covered by this section 2.5.

2.6 Third Party or Government.

[REDACTED]

2.7 Enforcement of Intellectual Property Rights and Assistance.

I will assist Company in every proper way to obtain, and from time to time enforce, Canadian and foreign Intellectual Property Rights relating to Company Property in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such Intellectual Property Rights and the assignment of such Intellectual Property Rights. In addition, I will execute, verify and deliver assignments of such Intellectual Property Rights to Company or its designee. My obligation to assist Company with respect to Intellectual Property Rights relating to such Company Property in any and all jurisdictions will continue beyond the termination of my involvement with Company, but Company will compensate me at a reasonable rate after my termination for the time actually spent by me at Company's request on such assistance. In the event Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in this section 2.7, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes specified in this section 2.7 with the same legal force and effect as if executed by me. I hereby waive, release and quitclaim to Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Intellectual Property Rights assigned under this Agreement to Company.

ARTICLE 3 ADDITIONAL TERMS

3.1 Records.

[REDACTED]

Information developed by me and all Company Property made, conceived, reduced to practice, created, or learned by me during the period of my involvement with Company, which records will be available to and remain the sole property of Company at all times.

3.2 No Conflicting Agreement or Obligation.

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement.

3.3 Return of Company Property.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3.4 Legal and Equitable Remedies.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3.5 Notification of this Agreement to Subsequent Employer.

In the event that I cease to be involved with Company, I hereby consent to Company notifying any third party which is then my employer or any third party for whom I am then a consultant or contractor, of my rights and obligations under this Agreement.

3.6 Representations and Warranties.

I represent and warrant to Company that: (a) I am not under any pre-existing obligation inconsistent with the terms of this Agreement; (b) to the best of my knowledge, the Company Property is my original work, free and clear of any claims or encumbrances of any kind, and, to the best of my knowledge, will not infringe any Intellectual Property Rights of any third party; (c) my obligations under this Agreement do not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations I have to any third party; (d) I have not granted to any third party any license or other rights to use any Company Property or associated Intellectual Property Rights, and I have

not granted to any third party any option to acquire any such license or other rights; and (e) I have not covenanted or agreed with any third party not to sue or otherwise enforce any legal rights with respect to any Company Property. The representations and warranties of this section 3.6 shall survive the Effective Date.

ARTICLE 4 GENERAL

4.1 Assignment.

I cannot assign this Agreement without the prior written consent of Company. I agree that any attempt by me to assign any of my rights or to delegate any of my duties or obligations under this Agreement without prior written consent of Company is void.

4.2 Further Assurances.

[REDACTED]

4.3 Notices.

[REDACTED]

4.4 Severability.

If there is a final judicial or arbitral determination that any term or provision of this Agreement is illegal, invalid or unenforceable in any jurisdiction, then the illegality, invalidity or unenforceability of that term or provision shall not affect the legality, validity or enforceability of that term or provision in any other jurisdiction, and all other terms and provisions of this Agreement shall nevertheless remain in full force and effect.

4.5 Waivers.

No failure or delay on the part of Company in exercising any power or right under this Agreement will operate as a waiver of such power or right. No single or partial exercise of any power or right under this Agreement will preclude any further or other exercise of such power or right. No modification or waiver of any provision of this Agreement and no consent to or any departure from any provision of this Agreement will be effective until the same is in writing. Any such waiver or consent will be effective only in the

specific instance and for the specific purpose for which it was given. No notice to or demand in any circumstances will entitle me to any other or further notice or demand in similar or other circumstances.

4.6 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable in Ontario without regard to the conflict of law rules of Ontario. I irrevocably submit to and accept generally and unconditionally the exclusive jurisdiction of the courts and appellate courts of Ontario with respect to any legal action or proceeding which may be brought at any time relating in any way to this Agreement.

4.7 Entire Agreement.

This Agreement and any other agreement referred to in this Agreement comprise the entire agreement between me and Company in connection with the subject matter of this Agreement, and supersede all previous proposals, negotiations, promises, agreements, conditions, representations and warranties with respect to the subject matter of this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements express or implied between me and Company other than as expressly set out in this Agreement.

4.8 Amendments.

No amendment to this Agreement shall take effect unless it is in writing and duly signed by me and Company.

4.9 Interpretation.

Nothing in this Agreement shall make or be construed to make Company and me partners or agents of each other or to create any other relationship by which the acts of either of us may bind the other or result in any liability to the other. Time is of the essence of this Agreement and of the transactions contemplated by this Agreement. This Agreement will not be construed against Company by reason of its drafting or preparation of this Agreement.

4.10 Survival.

This Agreement shall survive the termination of my involvement with Company, regardless of the reason, and the assignment of this Agreement by Company to any successor in interest or other assignee.

4.11 Counterparts.

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. This Agreement may also be signed and delivered by electronic means.

4.12 Successors and Assigns.

This Agreement is for my benefit and the benefit of Company, its successors and assigns, and will be binding upon me and my heirs, executors, administrators and other legal representatives.

4.13 Independent Legal Advice.

I acknowledge that the law firm of Fasken Martineau DuMoulin LLP represents Company and not me individually. I also acknowledge that I have been provided with an opportunity to consult with my own legal advisors with respect to this Agreement. I confirm that I have reviewed this entire Agreement and fully understand each provision of this Agreement.

4.14 Language.

This Agreement is drawn up in English at the request of all parties. *Les parties aux présentes on expressément convenu que ce contrat soit rédigé en anglais.*

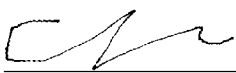
Signed as of the Effective Date.

I HAVE READ, UNDERSTAND, AND ACCEPT THIS AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW IT WITH INDEPENDENT LEGAL COUNSEL.



Peter Tanugraha

NIGHTINGALE.AI CORP.

Per: 

Authorized Signatory

SCHEDULE A
EXCLUDED WORK PRODUCT

1. Excluded Work Product Disclosure. Except as listed in section 2 below, the following is a complete list of all Excluded Work Product (Excluded Work Product is defined in section 2.2 of the main body of this Agreement):

☒ No Excluded Work Product.

☐ See below:

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under section 1 above with respect to the Excluded Work Product generally listed below, the Intellectual Property Rights and duty of confidentiality with respect to which I owe to the following parties:

Excluded Work Product	Parties	Relationships

SCHEDULE B INCLUDED COMPANY PROPERTY

Without limiting the generality of section 2.3 of the main body of this Agreement, and with the exception of Excluded Work Product and subject to section 2.6 of the main body of this Agreement, I hereby assign and agree to assign to Company all my right, title, and interest in and to any and all of the following (and all Intellectual Property Rights with respect to the following):

1. All patents and patent applications (respectively issued or filed throughout the world) owned by me and which: (a) related, at the time of making, conception, reduction to practice, creation, or learning, to Company's business or anticipated business or actual or demonstrably anticipated research or development; or (b) resulted directly or indirectly from any work I performed for Company or in anticipation of its formation, including without limitation: any reexaminations, extensions and reissues thereof; any divisionals, continuations, continuation-in-parts and any other applications or patents that claim priority from such patents and applications; any foreign applications or patents corresponding thereto; all rights, claims and privileges pertaining thereto; all rights to the underlying inventions; the right to prosecute and maintain such patents and patent applications; and the right to sue and recover damages for past, present and future infringement of such patents (to the extent applicable law permits such rights to sue and recover damages to be assigned); and including without limitation the following patents and patent applications:

[TO BE COMPLETED]

2. All trade names, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered, throughout the world, owned by me and which: (a) related, at the time of making, conception, reduction to practice, creation, or learning, to Company's business or anticipated business or actual or demonstrably anticipated research or development; or (b) resulted directly or indirectly from any work I performed for Company or in anticipation of its formation ("Marks"), together with the goodwill of the business associated with and symbolized by the Marks and all rights, claims and privileges pertaining to such Marks, including without limitation: the right to prosecute and maintain trademark applications and registrations for such Marks; and the right to sue and recover damages for past, present and future infringement of such Marks (to the extent applicable law permits such rights to sue and recover damages to be assigned); and including without limitation the following Marks:

[TO BE COMPLETED]

To the extent any application for any Mark cannot be assigned by me to Company on the Effective Date due to the policies or procedures of the applicable government trademark office, I agree to promptly assign, transfer and convey such application to Company as soon as such application is first capable of being assigned, transferred or conveyed.

3. All copyrights, registered and unregistered, owned by me and which: (a) related, at the time of making, conception, reduction to practice, creation, or learning, to Company's business or anticipated business or actual or demonstrably anticipated research or development; or (b) resulted directly or indirectly from any work I performed for Company or in anticipation of its formation, including without limitation: the right to prosecute and maintain copyright applications and registrations for any such copyrights; and the right to sue and recover damages for past, present and future infringement of such copyrights (to the extent applicable law permits such rights to sue and recover damages to be assigned); and including without limitation the following copyrights:

[TO BE COMPLETED]

4. All internet domain names, and all registrations and applications thereof, owned by me and which: (a) related, at the time of making, conception, reduction to practice, creation, or learning, to Company's business or anticipated business or actual or demonstrably anticipated research or development; or (b) resulted directly or indirectly from any work I performed for Company or in anticipation of its formation, including without limitation:

[TO BE COMPLETED]

5. All other intellectual property and other proprietary rights owned by me and which: (a) related, at the time of making, conception, reduction to practice, creation, or learning, to Company's business or anticipated business or actual or demonstrably anticipated research or development; or (b) resulted directly or indirectly from any work I performed for Company or in anticipation of its formation, including without limitation: trade secrets, inventions, industrial designs, integrated circuit topographies, ideas, processes, formulas, algorithms, software in source and object code, schematics, data, programs, other works of authorship, know-how, improvements, innovations, discoveries, developments, designs, techniques, and any other proprietary technology, and the right to sue and recover damages for past, present and future infringement of such copyrights (to the extent applicable law permits such rights to sue and recover damages to be assigned).

Certificate Of Completion

Envelope Id: F5E50499E9374035B6B93FBD230102FC

Status: Completed

Subject: Nightingale.ai Corp. - organizational documents

Source Envelope:

Document Pages: 153

Signatures: 41

Envelope Originator:

Certificate Pages: 5

Initials: 0

Miriam Knight

AutoNav: Enabled

mknight@fasken.com

Envelopeld Stamping: Enabled

IP Address: 70.27.117.247

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Miriam Knight

Location: DocuSign

9/10/2019 5:37:27 PM

mknight@fasken.com

Signer Events**Signature****Timestamp****Electronic Record and Signature Disclosure:**

Accepted: 9/11/2019 8:58:15 PM

ID: 355ec29f-4879-4485-913c-55afcb116649

Peter Tanugraha

p.tanugraha@gmail.com

Security Level: Email, Account Authentication
(None)

Sent: 9/10/2019 6:22:09 PM

Viewed: 9/10/2019 8:58:09 PM

Signed: 9/11/2019 9:19:31 AM

Signature Adoption: Drawn on Device

Using IP Address: 70.51.55.62

Electronic Record and Signature Disclosure:

Accepted: 9/10/2019 8:58:09 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/10/2019 6:22:09 PM
Certified Delivered	Security Checked	9/13/2019 2:38:37 PM
Signing Complete	Security Checked	9/13/2019 4:10:22 PM
Completed	Security Checked	9/13/2019 4:10:22 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		