PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8342419

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MATTHEWS INTERNATIONAL CORPORATION	09/01/2023

RECEIVING PARTY DATA

Name:	RAF SOFTWARE TECHNOLOGY INC.	
Street Address:	5060 SPECTRUM WAY	
Internal Address:	SUITE 100	
City:	MISSISSAUGA, ONTARIO	
State/Country:	CANADA	
Postal Code:	L4W 5N5	

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	7343623
Patent Number:	7748029
Patent Number:	8526743
Patent Number:	9058543
Patent Number:	9361596
Patent Number:	9558463
Patent Number:	8489231
Patent Number:	7847206
Patent Number:	9056336
Patent Number:	8649898
Patent Number:	8527086
Patent Number:	7676433
Application Number:	11932970
Application Number:	12367270
Application Number:	17547999

CORRESPONDENCE DATA

Fax Number: (215)656-3301

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.

PATENT PATENT REEL: 065922 FRAME: 0275

508295230

Phone: 215-656-3300

Email: ip.pitt@us.dlapiper.com
Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 1650 MARKET STREET

Address Line 2: ONE LIBERTY PLACE, SUITE 5000

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-7300

ATTORNEY DOCKET NUMBER:	132258-000024
NAME OF SUBMITTER:	CHARLES J. VRSCAK, JR.
SIGNATURE:	/Charles J. Vrscak, Jr./
DATE SIGNED:	12/20/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of September 1, 2023 is made by Matthews International Corporation, a corporation organized under the laws of the Commonwealth of Pennsylvania (the "Seller"), in favor of RAF Software Technology Inc., a corporation incorporated under the laws of the State of Delaware ("Purchaser"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Purchaser and Seller, dated as of September 1, 2023 (the "Asset Purchase Agreement"). Each of the parties may be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office or with any competent authority worldwide;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
 - (a) any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications listed in Schedule 1 of this IP Assignment (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other governmental authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) (the "Patents");
 - (b) all trademarks, trade names, and service marks listed in Schedule 2 of this IP Assignment and all goodwill associated therewith;
 - (c) 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;
 - (d) 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
 - (e) 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, dilution, 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, or any other competent authority worldwide to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 IP to Purchaser, or any assignee or successor thereto.
- 3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this IP 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 Purchaser with respect to the Assigned IP. 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. Capitalized terms in this IP Assignment shall have the same meaning as defined in the Asset Purchase Agreement.
- 4. <u>Counterparts</u>. This IP 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 IP 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 IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> Section 7.4 (*Governing Law*) of the Asset Purchase Agreement shall be applicable to this IP Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Shareholder have duly executed and delivered this IP Assignment as of the date first above written.

SELLER: MATTHEWS INTERNATIONAL CORPORATION

Name: Bris. D. Walter

Title: EVP + Court Court

[ACKNOWLEDGMENT

STATE OF [STATE] Pennsylvania)SS.

satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the [SIGNATORY TITLE] of Matthews International Corporation, and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of Matthews International

Corporation for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name:

Hope Elvine Wearhood

My Commission Expires: [DATE]]

July 28,2026

Commonwealth of Pennsylvania - Notary Seal Hope Elaine Nearhood, Notary Public Allegheny County My commission expires July 28, 2026 Commission number 1424276

Member, Pennsylvania Association of Notaries

AGREED	TO	AND	AC	CEP	TED.

RAF	SOFTW	AR	трфи	QLOGY	INC.
* ** **	X		7/17/1	1	

Name: Brian Beattie

Title: Director

Address for Notices: 5060 Spectrum Way, Suite 100, Mississauga, Ontario, L4W 5N5,

Canada

[ACKNOWLEDGMENT PROVINCE OF ONTARIO]

)ss.

REGION OF PEEL

On the 31st day of October, 2023, before me personally appeared BRIAN BEATTIE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the DIRECTOR of RAF Software Technology Inc. and acknowledged the instrument to be his free act and deed/the free act and deed of RAF S for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name: G. Leighan Fynn

My Commission Expires: N/A

SCHEDULE 1 ASSIGNED PATENTS

Patent	Registration / Application / Patent #	Status	Jurisdiction
APPARATUS AND METHOD TO DECENTRALIZE PROCESSING OF A MAIL PIECE	EPA # 12187251.9 (Jenkins Ref# DLJ/up/J100056EP) Great Britan 2,578,325; France 2,578,325; Germany (DE) 602012059798.4 Netherlands 2,578,325; Italy 502019000061836;	European (EP) Granted / Country Pending	EP: United Kingdom, France, Germany, Netherlands, Italy
Apparatus to Decentralize Processing an Object	HK 40014489 Publication (not yet granted) EPA: 19172586.0	European (EP) Granted /	EP: United Kingdom, France, Germany,
AUTHENTICATION QUERY	Division of 12187251.9 10/449,568	Country Pending Issued	Netherlands, Spain, Italy
STRATEGIZER AND RESULTS COMPILER	US 7,343,623		US
AUTHENTICATION QUERY STRATEGIZER AND RESULTS COMPILER	EP 1512245A4	Nationalized	EP
AUTHENTICATION QUERY STRATEGIZER AND RESULTS COMPILER	12/028,718 Continuation of 10/449,568 7,748,029	Issued	US
DEFINED DATA PATTERNS FOR OBJECT HANDLING	12/917,371 8,526,743	Issued	US
DEFINED DATA PATTERNS FOR OBJECT HANDLING	13/948,711 Continuation of 12/917,371 9,058,543	Issued	US

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Patent	Registration / Application / Patent #	Status	Jurisdiction
IN-FIELD DEVICE FOR DECENTRALIZED WORKFLOW AUTOMATION	13/628,654 9,361,596	Issued	US
IN-FIELD DEVICE FOR DECENTRALIZED WORKFLOW AUTOMATION	14/465,690 Continuation of 13/628,654 9,558,463	Issued	US
LOOP MAIL PROCESSING	12/883,965 8,489,231	Issued	US
MAIL REJECT PROCESS WITH WINDOW INSERTS	12/209,426 Continuation of 11/932,970 7,847,206	Issued	US
MAIL REJECT PROCESSING OF FIRST PASS DPS REJECT	17/547,999 Continuation of 12/367,270	Pending	US
PROCESSING SHINY MAIL PIECES	12/543,990 Continuation of 11/932,970 9,056,336	Issued	US
PROCESSING SHINY MAIL PIECES	13/011,159 Division of 12/543,990 8,649,898	Issued	US
RETURN/DESTINATION ADDRESS DISCRIMINATION TECHNOLOGY	12/821,622 8,527,086	Issued	US
SECURE, CONFIDENTIAL AUTHENTICATION WITH PRIVATE DATA	11/277,133 7,676,433	Issued	US

SCHEDULE 2

ASSIGNED TRADEMARKS

Trademark or Domain Name	Registration / Application #	Jurisdiction
ARGOSY MOBILE	8,987,182	European Union
ARGOSY MOBILE	UK00908987182	United Kingdom
ARGOSY MOBILE	4,283,288	United States
ARGOSY POST	8,987,381	European Union
ARGOSY POST	UK00908987381	United Kingdom
ARGOSY POST	3,803,070	United States
AUTHENTECT	015045214	European Union
AUTHENTECT	UK00915045214	United Kingdom
AUTHENTECT	1036150	New Zealand
AUTHENTECT	32199AU1-DBJ	Australia
NESTED AUTHENTICATION	86900079	United States
SECOND PROVENANCE	015542756	European Union
SECOND PROVENANCE	UK00915542756	United Kingdom
Smart Match	3,805,072	United States
SMART MATCH	4,968,833	United States
SMART MATCH AND DEVICE (SmartMatch-i)	9,207,671	European Union
SMART MATCH AND DEVICE (SmartMatch-i)	UK00909207671	United Kingdom
SMART SCRIPT	86/733,469	United States

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