

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI585852

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Bill Of Sale	
SEQUENCE:	5	
CONVEYING PARTY DATA		
	Name	Execution Date
	VERAFIN SOLUTIONS ULC	06/24/2024
RECEIVING PARTY DATA		
Company Name:	NASDAQ VERAFFIN LLC	
Street Address:	151 West 42nd Street	
Internal Address:	Floors 26,27,28	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10036	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9792609
CORRESPONDENCE DATA		
Fax Number:	2023712540	
	<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:	202-772-8984	
Email:	ISOULE@sternekessler.com,snaranjo@sternekessler.com	
Correspondent Name:	Ian Soule	
Address Line 1:	Sterne, Kessler, Goldstein & Fox P.L.L.C	
Address Line 2:	1101 K Street NW 10th Floor	
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005	
ATTORNEY DOCKET NUMBER:	3649.0980001	
NAME OF SUBMITTER:	Sebastian Naranjo	
SIGNATURE:	Sebastian Naranjo	
DATE SIGNED:	10/28/2024	
Total Attachments: 8		
source=Bill-Of-Sale-5-Verafin-To-Verafin-US#page1.tiff		
source=Bill-Of-Sale-5-Verafin-To-Verafin-US#page2.tiff		
source=Bill-Of-Sale-5-Verafin-To-Verafin-US#page3.tiff		

source=Bill-Of-Sale-5-Verafin-To-Verafin-US#page4.tiff
source=Bill-Of-Sale-5-Verafin-To-Verafin-US#page5.tiff
source=Bill-Of-Sale-5-Verafin-To-Verafin-US#page6.tiff
source=Bill-Of-Sale-5-Verafin-To-Verafin-US#page7.tiff
source=Bill-Of-Sale-5-Verafin-To-Verafin-US#page8.tiff

BILL OF SALE

THIS BILL OF SALE made as of the 24th day of June 2024.

BY:

VERAFIN SOLUTIONS ULC

an unlimited liability company existing under the laws of the Province of British Columbia

(the “Vendor”)

IN FAVOUR OF:

NASDAQ VERAFFIN LLC

a limited liability corporation existing under the laws of the State of Delaware

(the “Purchaser”)

RECITALS

- A. **WHEREAS**, the Vendor and the Purchaser entered into an asset purchase agreement dated as of June 24, 2024 (the “**Asset Purchase Agreement**”) pursuant to which the Vendor agreed to sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser agreed to purchase from the Vendor, all of the Vendor’s right, title and interest in, to and under the Purchased Assets for the consideration and on the terms and conditions set out in the Asset Purchase Agreement, effective as of the Effective Date.
- B. **WHEREAS**, the Vendor desires to transfer and assign the Purchased Assets to the Purchaser and the Purchaser desires to accept the sale, transfer, conveyance, assignment and delivery thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the payment by the Purchaser to the Vendor of the Purchase Price, the mutual covenants and premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor covenants and agrees in favour of the Purchaser as follows:

1. **Definitions.** All capitalized terms used herein (including the recitals) and not otherwise defined will have the meaning ascribed to them in the Asset Purchase Agreement.
2. **Sale and Transfer.** The Vendor hereby irrevocably sells, transfers, conveys, assigns and delivers to the Purchaser, effective as of the Effective Date, all of Vendor’s right, title and interest in, to and under the Purchased Assets, which are notably comprised of the intellectual property listed in Exhibit I hereof, all in accordance with the Asset Purchase Agreement. The Purchaser hereby accepts the sale, transfer, conveyance, assignment and delivery of the Purchased Assets from the Vendor.

3. **Assumption of Liabilities.** Effective as of the Effective Date and subject to the terms and conditions of the Asset Purchase Agreement, the Purchaser hereby assumes, and agrees to pay perform and discharge when due, from and after the Effective Date, the Assumed Liabilities. Nothing herein contained will be deemed or construed as an assumption by the Buyer of any liabilities other than the Assumed Liabilities.
4. **Further Assurances.** At any time or from time to time after the date hereof, at the reasonable request of the Purchaser, the Vendor shall execute and deliver to the Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as the Purchaser may reasonably deem necessary or desirable in order to more effectively transfer, convey, assign and deliver to the Purchaser and to confirm the Purchaser's title in, to and under, all of the Purchased Assets, and, to the full extent permitted by law, to put the Purchaser in actual possession and operating control of the Purchased Assets and to assist the Purchaser in exercising all rights with respect thereto.
5. **Inconsistency or Conflict.** This Bill of Sale is subject to the terms and conditions of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the provisions of this Bill of Sale and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will prevail.
6. **Governing Law.** This Bill of Sale shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
7. **Amendment, Waiver, etc.** No amendment or modification of this Bill of Sale, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such amendment, modification or waiver is sought.
8. **Successors and Assigns.** This Bill of Sale enures to the benefit of and binds the Purchaser and the Vendor and their respective successors and assigns.
9. **Recitals.** The Recitals are deemed to be integral parts of this Bill of Sale and incorporated by reference herein.
10. **Headings.** The division of this Bill of Sale into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Bill of Sale.
11. **Counterparts.** This Bill of Sale be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts be delivered via electronic mail (including pdf or any electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

VENDOR:

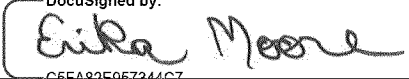
VERAFIN SOLUTIONS ULC

By: _____
Name: Brendan Brothers
Title: President, Chief Executive Officer

Accepted and Acknowledged:

PURCHASER:

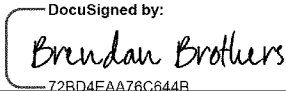
NASDAQ VERAFFIN LLC

By:  _____
DocuSigned by:
Name: Erika Moore
Title: Secretary

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

VENDOR:

VERAFIN SOLUTIONS ULC

By: 
72BD4FAA76C644E
Name: Brendan Brothers
Title: President, Chief Executive Officer

Accepted and Acknowledged:

PURCHASER:

NASDAQ VERAFFIN LLC

By: _____
Name: Erika Moore
Title: Secretary

EXHIBIT I
INTELLECTUAL PROPERTY

A. The “**Verafin Intellectual Property**” consisting of:

1. All proprietary products and solutions, including any and all software implementations of algorithms, models and methodologies, program files, program and system logic, program modules, routines, and subroutines, whether in source code, object code or other form; (ii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, including any and all program architecture, interfaces, screens, design concepts, system design, development tools, templates, menus, buttons, icons, program structure, sequence and organization, screen displays and report layouts; (iii) databases and compilations, including any and all data and collections of data, descriptions, field and data definitions and relationships, data definition specifications, data models, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, whether machine readable or otherwise; and (iv) documentation and other materials related any of the foregoing, including with respect to the following products, including the Verafin Application, Verafin Analytics, Verafin ETL and the Verafin Collaboration portal and the following models: 1. Fraud Detection and Management Solutions including: Fraud detection, Deposit Fraud, Check Fraud, Wire Fraud, ACH Fraud, Online Account Takeover, Card Fraud, Loan Fraud, Fraud Management. 2. Anti-Money Laundering Solutions including: Cross-Institutional Analysis, Money Laundering Detection, Funnel Accounts, Human Trafficking, Terrorist Financing, Unusual Tax Refund. 3. BSA/AML Compliance Management Solutions: CDD/EDD, CTRs, SARs, Watch List Scanning, Case Management, Enterprise Reporting, Vendor Management, Front-Line Functionality. 4. High-Risk Customer Management Solutions: High-Risk Customer Segmentation, Risk Stratification, Enhanced Due Diligence, High-Risk Customer Surveillance, Information Sharing solutions. 5. Information Sharing.

2. The Verafin logo

3. The following patents/patent applications:

Country	Patent/Application #	Owner	Title	Filing Date	Issue Date	Status	Next Payment
Canada	2 860 179	Vendor	Fraud Detection Systems and Methods	22-aout-14	NA	Pending	23-aout-21
US	9 792 609	Vendor	Fraud Detection Systems and Methods	25-aout-14	17-oct-17	Issued	

4. The following trademarks/registered marks (including any goodwill of the business symbolized by any common law rights therein):

Trademark	Type	Country	Status	Application Number	Registration Number	Filing Date	Registration Date	Registration Expiry	Owner
FRAML	Word	Canada	Registered	1477212	TMA 829169	2010-04-16	2012-08-07	2027-08-07	Vendor
VERAFIN	Word	Canada	Registered	1417579	TMA 810194	2008-11-07	2011-10-25	2026-10-25	Vendor

FRAML	Service Mark	US	Cancelled	85019377	4222308	2010-04-21	2012-10-09	Vendor
VERAFIN	Service Mark	US	Registered	76895192	4177398	2009-01-08	2012-07-24	Vendor
FRAMLXchange	NA	US	Unregistered	NA	NA	NA	NA	Vendor

5. The following domain names:

Domain Name	Current Status	Pending Deadlines or Fees	Notes
314b-cloud.ca	Registered	2021-04-14	Registry Expiry Date
314b-cloud.com	Registered	2021-04-14	Registry Expiry Date
314b-cloud.info	Registered	2021-04-14	Registry Expiry Date
314b-cloud.net	Registered	2021-04-14	Registry Expiry Date
314b-collaborationcloud.com	Registered	2021-04-14	Registry Expiry Date
314b-collaborationcloud.info	Registered	2021-04-14	Registry Expiry Date
314b-collaborationcloud.net	Registered	2021-04-14	Registry Expiry Date
314b-collaborationcloud.org	Registered	2021-04-14	Registry Expiry Date
314bcloud.ca	Registered	2021-04-14	Registry Expiry Date
314bcloud.com	Registered	2021-04-14	Registry Expiry Date
314bcloud.info	Registered	2021-04-14	Registry Expiry Date
314bcloud.net	Registered	2021-04-14	Registry Expiry Date
314bcloud.org	Registered	2021-04-14	Registry Expiry Date
314bverafin.com	Registered	2021-06-14	Registry Expiry Date
cloudnok.org	Registered	2021-04-14	Registry Expiry Date
collaboration-cloud.ca	Registered	2021-04-14	Registry Expiry Date
collaboration-cloud.com	Registered	2021-04-14	Registry Expiry Date
collaboration-cloud.info	Registered	2021-04-14	Registry Expiry Date
collaboration-cloud.net	Registered	2021-04-14	Registry Expiry Date
collaboration-cloud.org	Registered	2021-04-14	Registry Expiry Date
connectverafin.com	Registered	2021-11-27	Registry Expiry Date
emaliverafin.com	Registered	2021-03-26	Registry Expiry Date
framl.ca	Registered	2021-02-02	Registry Expiry Date
framl.com	Registered	2021-02-02	Registry Expiry Date
framl.net	Registered	2021-02-02	Registry Expiry Date
framl.org	Registered	2021-02-02	Registry Expiry Date
framlexchange.ca	Registered	2021-02-27	Registry Expiry Date
framlexchange.com	Registered	2021-02-27	Registry Expiry Date
framlexchange.info	Registered	2021-02-27	Registry Expiry Date
framlexchange.net	Registered	2021-02-27	Registry Expiry Date
framlexchange.org	Registered	2021-02-27	Registry Expiry Date
framxpo.ca	Registered	2021-03-02	Registry Expiry Date
framxpo.com	Registered	2021-05-08	Registry Expiry Date
framxpo.info	Registered	2021-05-08	Registry Expiry Date
framxpo.net	Registered	2021-05-08	Registry Expiry Date
framxpo.org	Registered	2021-05-08	Registry Expiry Date
framxchange.ca	Registered	2021-02-27	Registry Expiry Date
framxchange.com	Registered	2021-02-27	Registry Expiry Date
framxpo.ca	Registered	2021-02-27	Registry Expiry Date
framxpo.com	Registered	2021-02-27	Registry Expiry Date
framxhour.ca	Registered	2021-06-04	Registry Expiry Date
framxhour.com	Registered	2021-06-04	Registry Expiry Date

veracares.biz	Registered	2021-09-11	Registry Expiry Date
veracares.com	Registered	2021-09-13	Registry Expiry Date
veracares.info	Registered	2021-09-11	Registry Expiry Date
veracares.net	Registered	2021-09-11	Registry Expiry Date
veracares.org	Registered	2021-09-11	Registry Expiry Date
verafal.com	Registered	2021-05-11	Registry Expiry Date
verafin.biz	Registered	2021-08-11	Registry Expiry Date
verafin.ca	Registered	2021-05-13	Registry Expiry Date
verafin.co	Registered	2021-07-23	Registry Expiry Date
verafin.com	Registered	2021-03-03	Registry Expiry Date
verafin.info	Registered	2021-08-11	Registry Expiry Date
verafin.net	Registered	2021-05-13	Registry Expiry Date
verafin.org	Registered	2021-08-11	Registry Expiry Date
verafin.us	Registered	2021-08-10	Registry Expiry Date
verafinqa.com	Registered	2021-04-11	Registry Expiry Date
verazone.net	Registered	2021-02-16	Registry Expiry Date
verazone.org	Registered	2021-11-26	Registry Expiry Date

Current Status

Item	Current Status
Twitter - @Verafin	Active
Twitter - @VerafinJobs	Active
Twitter - @VerafinCharity	Active
LinkedIn -	Active
https://www.linkedin.com/company/verafin	Active
Facebook - https://www.facebook.com/Verafin	Active
Instagram – verafincareers	Active

6. The following software:

- Verafin FRAML and its related modules and components
- All open source software provided as source code
- 7. The right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such Verafin Intellectual Property.
- 8. All prosecution history files for such trademark registrations and applications for registration in the possession of the Vendor, as well as records, prototypes, specimens, and materials contained in such Verafin Intellectual Property.

9. All intangible rights and associated value of the Vendor's customer relationships within the Vendor's business, subject to any restrictions to which the Vendor is bound.