

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BTI Systems Inc.		03/29/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	2504109 Ontario Inc.		
Street Address:	1000 Innovation Drive		
Internal Address:	Suite 200		
City:	Ottawa		
State/Country:	CANADA		
Postal Code:	K2K 3E7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4127254	BTI SYSTEMS	
Registration Number:	3927245	PACKETVX	
Registration Number:	4078471	THE NETWORK YOU NEED	
Registration Number:	4252301	PRONX	
Registration Number:	4508823	BTI	
Registration Number:	4374524	BTI	
CORRESPONDENCE DATA			
Fax Number:	2024084400		
<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:	2024084000		
Email:	docketing@finnegan.com		
Correspondent Name:	Brian Westley		
Address Line 1:	901 New York Avenue, N.W.		
Address Line 2:	Finnegan, Henderson, et al		
Address Line 4:	Washington, D.C. 20001		
DOMESTIC REPRESENTATIVE			
Name:	Brian Westley		

OP \$165.00 4127254

Address Line 1:	901 New York Avenue, N.W.
Address Line 2:	Finnegan, Henderson et al
Address Line 4:	Washington, D.C. 20001
NAME OF SUBMITTER:	Brian Westley
SIGNATURE:	/Brian Westley/
DATE SIGNED:	05/27/2016
Total Attachments: 5 source=BTI Assignment#page1.tif source=BTI Assignment#page2.tif source=BTI Assignment#page3.tif source=BTI Assignment#page4.tif source=BTI Assignment#page5.tif	



ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is entered into as of this 29th day of March, 2016 ("Effective Date") by and between BTI Systems Inc., a corporation existing under the laws of the Province of Ontario ("Assignor"), and 2504109 Ontario Inc., a corporation existing under the laws of the Province of Ontario ("Assignee").

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby transfers, conveys and assigns to Assignee all worldwide right, title and interest held by Assignor or any of its affiliates in and to the following:

- A. **Patents**: all patents, patent applications and related publications (collectively, the "Patents"), including without limitation: the patents and patent applications listed on Schedule A attached hereto; all inventions disclosed or claimed in any Patent (the "Inventions"); all applications resulting from or related to any Patent, including any and all applications to which any Patent claims priority and all applications that claim priority to any Patent; all conversions, divisions, continuations, continuations-in-part, substitute applications, reexaminations, and reissues or extensions of any Patent, and all patents issuing from any of the foregoing in any jurisdiction anywhere in the world;
- B. **Trademarks**: all trademarks, service marks and trade names, including without limitation the marks listed on Schedule B hereto (collectively, the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and all registrations and applications for registration of the Trademarks anywhere in the world;
- C. **Domain Names**: all domain names, including without limitation the domain names listed on Schedule C hereto and the domain name registrations therefor (the "Domain Names"), together with the goodwill of the business symbolized by the Domain Names and all registrations and applications for registration of the Domain Names anywhere in the world; and
- D. **Works**: all unregistered intellectual property, including without limitation the works identified in the Schedule D attached hereto (collectively, the "Works"), including all copyrights (whether registered or unregistered), trade secrets, moral rights, and other intellectual property rights therein and all registrations and applications for registration thereof and all renewals or extensions thereof, and any licensed software (to the extent such licenses are freely assignable or any consent or notice requirements have been met).

2. The Patents, Inventions, Trademarks, Domain Names and Works are referred to collectively herein as the "Assigned Intellectual Property."

3. Assignor hereby assigns and agrees to assign to Assignee all Assigned Intellectual Property in all countries of the world including Canada and including the United States of America and its territories and possessions.

4. The foregoing Assigned Intellectual Property and related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after Effective Date hereof as fully

4. The foregoing Assigned Intellectual Property and related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after Effective Date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

5. To the extent applicable law does not provide for the possibility to assign and transfer title to any of the foregoing Assigned Intellectual Property or related rights as a matter of law Assignor hereby grants to Assignee an irrevocable, unlimited, exclusive (even as to Assignor), perpetual, worldwide, royalty-free, transferable, fully paid license under such Assigned Intellectual Property or related right, with the right to sublicense through multiple tiers of sublicensing, to use, make, have made, develop, have developed, sell, offer to sell, import, distribute, modify, create derivative works of, display, reproduce and otherwise exploit any product or technology, and Assignee hereby accepts such license.

6. Assignor hereby authorizes the attorney(s) associated with U.S. Patent Office Customer Number 83463, to insert hereon (including on the Schedules attached hereto) any further information necessary or desirable for recordation of this Assignment.

7. Assignor agrees, without any further payment or compensation by Assignee or its successors and assigns, to communicate to Assignee, its representatives or agents or its successors and assigns, any facts relating to the Assigned Intellectual Property, including evidence for interference purposes or for other legal proceedings whenever requested; to testify in any interference or other legal proceedings, whenever requested; to execute all documents reasonably requested to perfect such right, title, and interest in the Assigned Intellectual Property in and to Assignee, its successors, assigns, and legal representatives; and to generally do everything possible to aid Assignee, its successors or assigns and nominees to secure, obtain and enforce proper protection for the Assigned Intellectual Property anywhere in the world. Assignor agrees to promptly execute, acknowledge and deliver the appropriate transfer documents and/or information required by the registrar(s) of the Domain Names as may be required to evidence or effectuate the conveyance and assignment of the Domain Names to Assignee.

8. In the event that Assignor is unable or unwilling to fully perform its obligations under Section 7 above, to the extent reasonably necessary or desirable to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Assigned Intellectual Property and related rights assigned to Assignee hereunder.

9. Assignor hereby authorizes and requests the issuing authority to issue any and all Assigned Intellectual Property and any intellectual property rights issuing from the Assigned Intellectual Property (including any and all applications to which any of the Assigned Intellectual Property claims priority and any and all applications that claim priority to any of the Assigned Intellectual Property, all conversions, divisions, continuations, continuations-in-part, substitute applications, reexaminations, and reissues or extensions thereof; and all resulting patents or trademarks in any jurisdiction worldwide) to Assignee or its successors and assigns.

10. This Assignment shall include all rights as of the Effective Date, including, without limitation, all rights to all past, present and future claims for infringement of the Assigned Intellectual Property, including the right to grant licenses, to bring lawsuits, and to recover damages for any past, present, and future infringement, whether known or unknown, now existing or hereafter arising.

11. Except to the extent that any applicable United States law preempts the laws of the Province of Ontario law with respect to the any intellectual property applications or registrations covered hereby, this Assignment shall be governed by and will be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

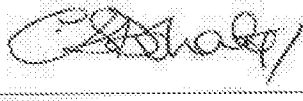
12. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or other electronic image transmission, including pdf, shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic image transmission shall be deemed to be their original signatures for all purposes.

[Signature page follows]

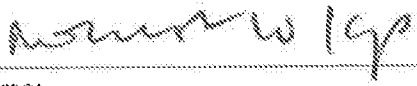
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Intellectual Property to be executed as of the Effective Date set forth above.

ASSIGNOR: BTI Systems Inc.

ASSIGNEE: 2504109 Ontario Inc.


By: 

Name:
Title:

By: 

Name:
Title:

ii. UNITED STATES

Trademark	Serial/Reg. No.	Status
BTI SYSTEMS	77/450,865 4,127,254	Registered
packetVX	77/454,438 3,927,245	Registered
THE NETWORK YOU NEED	77/788,694 4,078,471	Registered
WIDECAST	85/153,812	Abandoned
proNX	85/200,673 4,252,301	Registered
BTI	85/522,596 4,508,823	Registered
	85/550,906 4,374,524	Registered