

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1928732 Ontario Inc.	FORMERLY Smart Wave Technologies Corp.	12/29/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Smart Wave Technologies, Inc.		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1510		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4827228	EKEYING	
Registration Number:	4661661	EKEY	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	sbro@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	4 Park Plaza, Suite 1700		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	098803-0016		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	01/09/2018		
Total Attachments: 5			
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CONFIRMATORY ASSIGNMENT OF TRADEMARKS

THIS CONFIRMATORY ASSIGNMENT OF TRADEMARKS (this “Agreement”) is entered into as of December 29, 2017, (the “Effective Date”) by and between 1928732 Ontario Inc., f/k/a Smart Wave Technologies Corp., an entity organized under the laws of Canada, with offices in 91 Skyview Avenue, Suite #200, Toronto, Ontario, M9W 6R5 (“Assignor”), and Smart Wave Technologies, Inc., a Delaware corporation, with offices in 2 Bethesda Metro Center, Suite 1510, Bethesda, Maryland, 20814 (“Assignee”). This Agreement is being entered into pursuant to that certain Asset Purchase Agreement, dated December 29, 2017, by and between Assignor, Assignee, and certain other parties (the “Purchase Agreement”).

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the Purchase Agreement, and in consideration of the payment of US \$1 by the Assignee, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the trademark registrations and applications listed on Schedule A attached hereto (which is incorporated into and made a part of this Agreement), together with all of the goodwill associated with the foregoing, and all rights to sue, make claims, and recover any remedy for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages or recover any remedy with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns and Assignee accepts such assignment in the scope as set out herein.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to any law that would result in the application of the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applied to this Agreement.

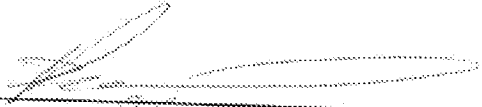
Jurisdiction. The choice of jurisdiction pursuant to Section 12.13 of the Purchase Agreement shall apply to any claim, dispute or controversy arising out of or in connection with or relating to the interpretation or enforcement of this Agreement.

Miscellaneous. All capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.


* * * * *

IN WITNESS WHEREOF, the undersigned parties have caused this confirmatory Agreement, with the Effective Date as set forth above, to be executed by the Parties, on the dates as set forth below.

1928732 Ontario Inc., f/k/a Smart Wave Technologies Corp.

By: 
Name: Thomas L. Smith
Title: President
Place: Toronto, ON, Canada
Date: _____

SMART WAVE TECHNOLOGIES, INC.

By:  _____
Name: David Steinglass
Title: President

Place: _____

Date: _____

SCHEDULE A

TRADEMARK	COUNTRY	REG. NO.
SMARTWAVE TECHNOLOGIES & DESIGN	CANADA	TMA509071
EKEYING	CANADA	TMA829963
EKEY	CANADA	TMA829967
EKEYING	UNITED STATES	4,827,228
EKEY	UNITED STATES	4,661,661
SMARTWAVE TECHNOLOGIES & DESIGN	EUROPEAN UNION	001104223
EKEYING	EUROPEAN UNION	009429069
EKEY	EUROPEAN UNION	010577005

TRADEMARK	COUNTRY	REG. NO.
ECOELITE	EUROPEAN UNION	012255246
ECOELITE & DESIGN	EUROPEAN UNION	012255147
ECOELITE	AUSTRALIA	1584596
ECOELITE & DESIGN	AUSTRALIA	1584599
ECOELITE	MALAYSIA	2013060988
ECOELITE	MALAYSIA	2013060989
ECOELITE & DESIGN	MALAYSIA	2013060990
ECOELITE & DESIGN	MALAYSIA	2013060991