

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concepts in Data Management, Inc.		10/16/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Wolfpack IP Co.		
Street Address:	231 Shearson Crescent, Suite 310		
City:	Cambridge		
State/Country:	CANADA		
Postal Code:	N1T 1J5		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3474917	INSTANETFAX	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	330-208-1000		
Email:	iplaw@vorys.com		
Correspondent Name:	Mark A. Watkins		
Address Line 1:	P.O. Box 2255		
Address Line 2:	iplaw@vorys		
Address Line 4:	Columbus, OHIO 43216-2255		
NAME OF SUBMITTER:	Mark A. Watkins		
SIGNATURE:	/Mark A. Watkins/		
DATE SIGNED:	01/29/2019		
Total Attachments: 8			
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ASSET TRANSFER AGREEMENT

This asset transfer agreement (the "**Assignment Agreement**") is made as of October 16, 2017 (the "**Effective Date**") by Concepts in Data Management SRL, a Barbados corporation, ("**CDM Barbados**"), and Concepts in Data Management Inc., an Ontario corporation, ("**CDM Canada**") in favour of Wolfpack IP Co., a Delaware corporation (the "**Assignee**", and together with CDM Barbados and CDM Canada, the "**Parties**").

WHEREAS:

- A. CDM Barbados, CDM Canada, and their affiliated corporations, provide services through their TransactionDesk, Signing Solution and other businesses (collectively, the "**Business**");
- B. CDM Barbados agrees to assign to the Assignee all of the Barbadian Intellectual Property Rights (as defined below), to assign to the Assignee certain contracts including for co-location services and research and development services to which CDM Barbados is a party, and transfer to the Assignee all physical assets owned by CDM Barbados, on the terms set forth herein;
- C. CDM Canada agrees to assign to the Assignee all of the Canadian Intellectual Property Rights (as defined below) on the terms set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1 Assignment of Barbadian Intellectual Property.

Subject to the terms and conditions of this Assignment Agreement, CDM Barbados hereby irrevocably assigns, conveys, sells, grants and transfers to the Assignee, its successors and assigns all of its intellectual property and proprietary rights, whether protected, created or arising under the laws of Barbados, the United States, Canada or any other jurisdiction including, all of CDM Barbados' right, title and interest in and to:

- (1) **Proprietary Products:** all products used in the Business including all user manuals, reference manuals and other documentation and materials relating thereto; and any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof;
- (2) **Proprietary Information:** all confidential and/or proprietary information, know-how, or trade secret described or comprised in or relating to the Business that is not in the public domain or regularly disclosed by the Assignee to third parties without confidentiality restrictions;
- (3) **Patents:** United States Patent Application 13454930, filed April 24, 2012 with the US Patent & Trademark Office and titled SYSTEM AND METHOD FOR GENERATING A BROWSER COMPATIBLE DOCUMENT; and

- (4) **Trademarks:** any trademarks, including all federal, state, foreign, statutory and common law and other trademark rights; all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing) including CDM Barbados' rights in the following trademark filings:
- (a) US Patent & Trademark Office registrations: (i) 3249000 (AUTHENTISIGN); (ii) 4793038 (INSTANET); and (iii) 4974936 (INSTANETOFFERS);
 - (b) US Patent & Trademark Office application 87255056 (INSTANET INK) filed December 2, 2016; and
 - (c) Canadian Intellectual Property Office registrations: (i) TMA926444 (TRANSACTION DESK); (ii) TMA926445 (DOCBOX); (iii) TMA905712 (AUTHENTISIGN); (iv) TMA945820 (INSTANET); and (v) TMA960069 (INSTANETOFFERS),

all goodwill associated therewith;

all rights to causes of action and remedies related to any of the foregoing (including the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to any of the foregoing, (collectively, the "**Barbadian Intellectual Property Rights**").

Section 2 Assignment of Canadian Intellectual Property.

Subject to the terms and conditions of this Assignment Agreement, CDM Canada hereby irrevocably assigns, conveys, sells, grants and transfers to the Assignee, its successors and assigns all of its intellectual property and proprietary rights, whether protected, created or arising under the laws of Barbados, the United States, Canada or any other jurisdiction including, all of CDM Canada's right, title and interest in and to:

- (1) **Proprietary Products:** all products used in the Business including all user manuals, reference manuals and other documentation and materials relating thereto; and any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof;
- (2) **Proprietary Information:** all confidential and/or proprietary information, know-how, or trade secret described or comprised in or relating to the Business that is not in the public domain or regularly disclosed by the Assignee to third parties without confidentiality restrictions; and

- (3) **Trademarks:** any trademarks, including all federal, state, foreign, statutory and common law and other trademark rights; all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing) including CDM Canada's rights in the following trademark registrations with the US Patent & Trademark Office: (a) 3474917 (INSTANETFAX); (b) 3510711 (DOCBOX); (c) 3510712 (TRANSACTION DESK); (d) 3510713 (INSTANET FORMS); (e) 4472657 (GEORGIA REAL ESTATE FORMS); (f) 4472658 (GEORGIA FORMS); and (g) 3957015 (FORMS ON-LINE GOLD), all goodwill associated therewith;

all rights to causes of action and remedies related to any of the foregoing (including the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to any of the foregoing, (collectively, the "**Canadian Intellectual Property Rights**").

Section 3 Assignment of Contracts.

- (1) As and from 10:00am EST of the Effective Date (the "**Transfer Time**"), CDM Barbados assigns to the Assignee all of CDM Barbados' right, title and interest in and to, and all benefits of CDM Barbados under the contracts listed in Schedule A (the "**Contracts**").
- (2) The Assignee assumes and shall perform and discharge all the obligations and liabilities of CDM Barbados under the Contracts arising after the Transfer Time except those related to any default existing prior to the Transfer Time.

Section 4 Transfer of Tangible Assets.

CDM Barbados hereby sells, assigns and transfers to the Assignee, and the Assignee hereby purchases all right, title and interest in and to all of the tangible property and assets of every kind and description and wheresoever situate, including all equipment, technology and communications hardware and infrastructure owned by CDM Barbados and used in connection with the Contracts (collectively, the "**Tangible Assets**").

Section 5 Waiver.

- (1) CDM Barbados hereby unconditionally and irrevocably waives, for the benefit of the Assignee, its affiliated corporations and its assignees, any Barbadian Intellectual Property Rights which cannot be assigned including moral rights and has obtained a corresponding waiver from all individuals involved in the creation of such Barbadian Intellectual Property Rights.
- (2) CDM Canada hereby unconditionally and irrevocably waives, for the benefit of the Assignee, its affiliated corporations and its assignees, any Canadian Intellectual Property Rights which cannot be assigned including moral rights and has obtained a corresponding waiver from all individuals involved in the creation of such Canadian Intellectual Property Rights.

Section 6 Payment.

- (1) In consideration of the transfer of rights in Section 1, Section 3 and Section 4 by CDM Barbados, the Assignee will pay to CDM Barbados on the execution hereof US\$18,400,000.
- (2) In consideration of the transfer of rights in Section 2 by CDM Canada, the Assignee will pay to CDM Canada on the execution hereof US\$1.

Section 7 Representations and Warranties.

- (1) CDM Barbados and CDM Canada each represent and warrant that:
 - (a) the Barbadian Intellectual Property Rights and the Canadian Intellectual Property Rights collectively constitute all of the intellectual property and proprietary rights utilized in the Business other than open source and commercially available off the shelf software; and
 - (b) that neither party owns any assets which are used in connection with the operation of the Business in the United States.
- (2) CDM Barbados represents and warrants that:
 - (a) the Contracts are valid, in full force and effect and unamended as of the Effective Date;
 - (b) the Contracts constitute all contracts entered into by CDM Barbados in connection with the Business;
 - (c) no default or event of default, or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition would become a default or event of default under any of the Contracts;
 - (d) it has duly complied with, fulfilled or performed all terms and conditions under the Contracts to be complied with, fulfilled or performed by it up to the Effective Date; and
 - (e) it has legal and beneficial ownership of the Tangible Assets free and clear of all liens, charges, pledges, security interests and other encumbrances.
- (3) CDM Canada represents and warrants that it has not entered into any contracts which are required to operate the Business in the United States.

Section 8 General.

- (1) The words "including", "includes" and "include" means "including without limitation".

- (2) This Assignment Agreement, and all disputes, claims or controversies arising under or relating to this Assignment Agreement or the breach, termination or validity hereof, or any transaction contemplated hereby shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (3) CDM Barbados and CDM Canada each further agree, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions.
- (4) This Assignment Agreement and the schedules attached hereto constitute the entire agreement among the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating in any way to the Barbadian Intellectual Property or the Canadian Intellectual Property, as applicable.
- (5) If any provision of this Assignment Agreement is determined to be invalid, the validity or enforceability of the other provisions of this Assignment Agreement as a whole will not be affected; and, in such event, such provision will be severed from this Assignment Agreement and the remaining provisions of this Assignment Agreement will remain in full force and effect.
- (6) This Assignment Agreement will enure to the benefit of the Assignee and its legal representatives, successors and assigns and will be binding upon each of CDM Barbados and CDM Canada, and their respective legal representatives, successors and assigns.
- (7) This Assignment Agreement may be executed in one or more counterparts and by facsimile or electronic transmission of an originally executed document, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

CONCEPTS IN DATA MANAGEMENT SRL

By: 

Name:

Title:

CONCEPTS IN DATA MANAGEMENT INC.

By: 

Name:

Title:

WOLFPACK IP CO.

By: _____

Name:

Title:

Intellectual Property Assignment Agreement

TRADEMARK
REEL: 006548 FRAME: 0339

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

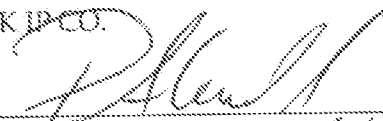
CONCEPTS IN DATA MANAGEMENT SRL

By: _____
Name:
Title:

CONCEPTS IN DATA MANAGEMENT INC.

By: _____
Name:
Title:

WOLFPACK INC.

By: 
Name: Patricia Ackewell
Title: CEO

Schedule A – Contracts

1. Master Services Agreement between Data Foundry, Inc. and Concepts in Data Management Barbados Srl, dba – Instanet Solutions dated as of November 15, 2006, as amended on May 3, 2007, January 11, 2008, March 19, 2008 and July 15, 2008.
2. Research and Development Cost Sharing agreement between Concepts in Data Management Inc. and Concepts in Data Management SRL dated as of September 1, 2005.