

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM679083

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Net Insight Intellectual Property AB		10/01/2019	Aktiebolag: SWEDEN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Net Insight AB		
<b>Street Address:</b>	Smidesvägen 7		
<b>City:</b>	Solna		
<b>State/Country:</b>	SWEDEN		
<b>Postal Code:</b>	171 41		
<b>Entity Type:</b>	Aktiebolag: SWEDEN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2571834	N	
<b>Registration Number:</b>	2551518	NET INSIGHT	
<b>Registration Number:</b>	2593398	NIMBRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8032559831		
<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>			
<b>Phone:</b>	(843) 534-4302		
<b>Email:</b>	ip@nelsonmullins.com		
<b>Correspondent Name:</b>	Nelson Mullins Riley & Scarborough LLP		
<b>Address Line 1:</b>	301 South College Street		
<b>Address Line 2:</b>	Suite 2300, IP Department		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	John C. McElwaine		
<b>SIGNATURE:</b>	/John C. McElwaine/		
<b>DATE SIGNED:</b>	10/05/2021		
<b>Total Attachments: 6</b>			
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**Net Insight Intellectual Property AB  
and  
Net Insight AB**

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Intellectual Property Assignment Agreement

1 October 2019

## Intellectual property assignment agreement

This intellectual property assignment agreement (the "Agreement") is made on this day by and between:

- (1) **Net Insight Intellectual Property AB**, Reg. No. 556579-4418, Smidesvägen 7, 171 41 Solna, Sweden ("NIIP"); and
- (2) **Net Insight AB**, Reg. No. 556533-4397, Smidesvägen 7, 171 41 Solna, Sweden ("Assignee").

### 1 Background

- 1.1 NIIP owns all right, title and interest in and to the intellectual property as set forth in Schedule A attached hereto (the "Transferred Assets"), which is the intellectual property held by NIIP that relate to the products marketed under the brand NIMBRA and to the business of Assignee. Assignee is the operative parent company of NIIP.
- 1.2 NIIP received ownership of the assets, as they were then constituted, as a result of the assignment of the assets from companies within the Assignee group.
- 1.3 The purpose of this Agreement is to assign the Transferred Assets from NIIP to Assignee. After the assignment, Assignee will be the holder of the Transferred Assets, including all enhancements and developments that have been made during the period under which NIIP has been the holder. All development work relating to the Transferred Assets have been outsourced by NIIP to Assignee under a R&D Services Agreement (effective from January 1, 2016), under which all intellectual property, commercial technical information, data or know-how innovated have been transferred to NIIP.
- 1.4 In a separate transfer dated 1 August 2019, NIIP has transferred assets to VizuAll Inc. relating to all intellectual property vested in the products marketed by VizuAll Inc. under the brand ScheduAll. Assignee is the operative parent company of VizuAll Inc.
- 1.5 After the assignment of the Transferred Assets to Assignee, the only remaining intellectual property assets in NIIP will be such that relates to the products marketed under the brand SYE. The remaining intellectual property assets in NIIP after the transfer are set out in Schedule B.
- 1.6 Against this background, the Parties have entered into the Agreement.

### 2 Assignment

- 2.1 For good and valuable consideration, and in further consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, effective as of the date set forth below, NIIP hereby covenants, agrees, sells, conveys, assigns, transfers and delivers to Assignee, which Assignee



- (ii) a warranty or representation by NIIP that any manufacture, sale, lease, use or other disposition of Transferred Assets will be free from infringement of any patent rights or other intellectual property rights of any third person;
- (iii) an agreement by or obligation of NIIP to defend any action or suit brought by a third person that challenges the validity of any of the Transferred Assets;
- (iv) a requirement that NIIP maintains any registration for the Transferred Assets, provided that NIIP complies with its obligations in Section 4; or
- (v) an obligation of either party to furnish any technical or other information or know-how.

5.3 Assignee undertakes, on behalf of itself and each of its affiliates, that it or its affiliates will not institute or prosecute, against NIIP or any of its affiliates, any action or other proceeding based on any causes of action, claims or liability released under Section 5.1 or 5.2 above. Further, each party, on behalf of itself and each of its affiliates, agrees that such party and each of such affiliates will not authorize or solicit the commencement or prosecution against the other party or any of its affiliates of any action or other legal proceeding based on any claims released by this Agreement.

## 6 Confidentiality

6.1 The parties hereby undertake to maintain in absolute confidence any Confidential Information (as defined below) disclosed by the other party in connection with this Agreement and not to disclose any Confidential Information thus received to any third parties.

6.2 For the purposes of this Agreement, "Confidential Information" means any and all information (whether in written or oral form), including the existence and content of this Agreement, save as provided under (a) -- (c) below:

(a) information which is or becomes common knowledge otherwise than as a result of a breach of this Agreement;

(b) information which the disclosing party can show was in its possession before receiving such information from the other Party in connection with this Agreement; or

(c) information which a party has received or receives from a third party without any lawful restraints as to the disclosure thereof.

The obligations under this Agreement concerning Confidential Information do not prevent a Party from disclosing or releasing information if and to the extent the Party is obliged to disclose it under mandatory legislation, a judgment, order of a public authority or under an agreement with a stock exchange or other market place with which the Party must comply, or in order to safeguard its interests in a dispute under the provisions of this Agreement if a dispute arises.

7 **Notices**

7.1 All requests, notifications, demands or other notices under this Agreement must be in writing and in the English language and sent to the other party in the manner set forth in this section and to the address specified above (or to the address to which a party subsequently notifies to the other party, in writing in accordance with the provisions of this section). Such notices shall be deemed to have been received by the recipient if:

(a) delivered by courier, on the day of delivery;

(b) sent by registered letter, three (3) business days after posting if; or

(c) sent by e-mail, on the day of dispatch provided the sender does not receive any non-delivery notification.

8 **Governing Law and Disputes**

8.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden.

8.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

8.3 The seat of arbitration shall be Stockholm, Sweden.

8.4 The language to be used in the arbitral proceedings shall be English.

8.5 The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other party. This notwithstanding, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other party in connection with the dispute, or if the party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

8.6 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.

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This Agreement has been prepared in two (2) identical original copies of which each party has received one (1).

Solna, 1 October 2019

Solna, 1 October 2019

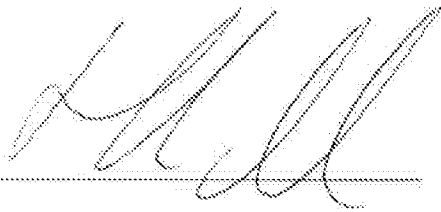
Net Insight Intellectual Property AB

Net Insight AB



Pelle Bourn

Henrik Sund



Henrik Sund