2571834

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM679083

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Net Insight Intellectual Property AB		10/01/2019	Aktiebolag: SWEDEN

RECEIVING PARTY DATA

Name:	Net Insight AB	
Street Address:	Smidesvägen 7	
City:	Solna	
State/Country:	SWEDEN	
Postal Code:	171 41	
Entity Type:	Aktiebolag: SWEDEN	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2571834	N
Registration Number:	2551518	NET INSIGHT
Registration Number:	2593398	NIMBRA

CORRESPONDENCE DATA

Fax Number: 8032559831

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.

Phone: (843) 534-4302

Email: ip@nelsonmullins.com

Nelson Mullins Riley & Scarborough LLP **Correspondent Name:**

Address Line 1: 301 South College Street Address Line 2: Suite 2300, IP Department

Address Line 4: Charlotte, NORTH CAROLINA 28202

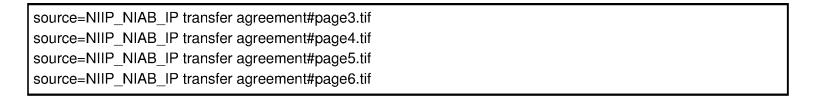
NAME OF SUBMITTER:	John C. McElwaine
SIGNATURE:	/John C. McElwaine/
DATE SIGNED:	10/05/2021

Total Attachments: 6

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> **TRADEMARK** REEL: 007443 FRAME: 0443

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TRADEMARK REEL: 007443 FRAME: 0444 Net Insight Intellectual Property AB and Net Insight AB

Intellectual Property Assignment Agreement

1 October 2019

TRADEMARK REEL: 007443 FRAME: 0445

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 NHP 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.
- The purpose of this Agreement is to assign the Transferred Assets from NIIP to Assignce. 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 Assignce 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.
- 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 <u>Schedule B</u>.
- 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, NIP hereby covenants, agrees, sells, conveys, assigns, transfers and delivers to Assignee, which Assignee

hereby accepts, all of NIIP's right, title, interest and benefit in and to the Transferred Assets. The assignment includes a right for Assignee to freely modify, adapt, develop or license and/or assign such Transferred Assets to a third party. For the avoidance of doubt, NIIP hereby confirms that after the assignment of the Transferred Assets, all intellectual property rights and other proprietary rights vested in the Transferred Assets are in its entirety owned by and in the possession of Assignee with at any restrictions. This assignment includes the goodwill in such Transferred Assets.

Assignce hereby undertakes, assumes and agrees to perform, pay and discharge when due all liabilities and obligations accruing and required to be performed on or after the date hereof with respect to the Transferred Assets.

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3 Consideration and Payment

- 3.2 The consideration for the Transferred Assets is based on the book value of the assets.
- 3.3 All payments are expressed to be exclusive of tax.
- 3.4 Each party agrees that no tax liability arises for either party on the basis of the execution of this Agreement. Should any claim for tax liability arise against either party on the basis of this Agreement or the rights, licenses and releases hereunder, each party is exclusively liable for such claims.

4 Registrations and costs

4.1 Each party hereby agrees on demand to make, execute, acknowledge and deliver any and all further documents and instruments reasonably requested by the other party to evidence and/or in any manner to perfect the transfer and assignment from NIIP to Assignee of the Transferred Assets contemplated hereby. Assignee shall bear the cost for such registrations of the assignment.

S Disclaimers and limitation of liability

- 5.1 The Transferred Assets are assigned by NIP "as is" without warranty of any kind, express or implied, with respect to the rights transferred under this Agreement, including without limitation any implied warranties of merchantability or fitness for a particular purpose. Assignee hereby fully, finally and irrevocably releases, acquits, relinquishes and discharges NIIP and its respective agents, distributors, resellers, customers, and other direct and indirect recipients of the Transferred Assets, from any and all causes of action, including without limitation claims or liability for infringement (direct, induced, indirect or contributory) of any of the Transferred Assets and that was conducted prior to or after the effective date.
- 5.2 Nothing contained in this Agreement shall constitute or be construed as:
 - a warranty or representation by NIIP as to the validity, enforceability or scope of any class or type of the Transferred Assets;

- (ii) a warranty or representation by NIP 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 NIP 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
- an obligation of either party to furnish any technical or other information or know-how.
- 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

- 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.
- 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.

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

Solna, 1 October 2019

Net Insight Intellectual Property AB

Pelle Bourn

Henrik Sund

Solna, 1 October 2019

Net Insight AB

Henrik Sund

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