

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eski Inc.		11/11/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bizzabo Ltd.		
Street Address:	10 Ha-Umanin		
City:	Tel Aviv		
State/Country:	ISRAEL		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5778663	KLIK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	972-36444808		
Email:	adi@computer-law.co.il		
Correspondent Name:	Vladimir Sherman		
Address Line 1:	1213 Avenue Z		
Address Line 4:	Brooklyn, NEW YORK 11235		
DOMESTIC REPRESENTATIVE			
Name:	Vladimir Sherman		
Address Line 1:	1213 Avenue Z		
Address Line 4:	Brooklyn, NEW YORK 11235		
NAME OF SUBMITTER:	Vladimir Sherman		
SIGNATURE:	/Vladimir Sherman/		
DATE SIGNED:	02/20/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is entered into and effective as of this November 11, 2021 (the “**Assignment**”), by and between Eski Inc., a corporation organized under the laws of Canada with registered offices at 103 Rue de Louvain O , Montréal, QC H2N 1A3 (“**Vendor**”), and Bizzabo Ltd., a corporation organized under the laws of the State of Israel with registered offices at 10 Ha-Umanin, Tel Aviv Israel (“**IP Purchaser**”). Vendor and IP Purchaser are collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS:

- (a) Vendor and IP Purchaser are both parties to an Asset Purchase Agreement dated November 11, 2021 (the “**Asset Purchase Agreement**”), which was entered into by and between the Parties and Bizzabo Technologies Canada Inc.
- (b) Under the Asset Purchase Agreement, Vendor agreed to sell to IP Purchaser all its right, title and interest in and to certain intellectual property assets and this Assignment is executed to further provide for, evidence and give effect to such assignment, transfer and conveyance of intellectual property assets from Vendor to IP Purchaser.

NOW THEREFORE, for good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged and accepted, the Parties hereby agree as follows:

1. Definitions

Capitalized terms that are not defined in this Assignment have the meanings given to such terms in the Asset Purchase Agreement.

2. Assignment

Vendor hereby irrevocably conveys, transfers and assigns to IP Purchaser any and all of its worldwide right, title and interest in and to the intellectual property listed in **Schedule A** to this Assignment, together with the goodwill associated therewith (collectively, the “**Assigned Intellectual Property**”) Without limiting the foregoing, such assignment, transfer and conveyance includes: (a) all rights that Vendor may have in applications or registrations for the Assigned Intellectual Property, including any and all renewals and extensions thereof and amendments thereto, priority rights, and the rights to apply in any or all countries of the world for such registrations and applications; (b) rights to bring a claim, at law or in equity or otherwise, for any past, present and/or future infringement, violation or misappropriation of the Assigned Intellectual Property; and (c) rights to receive from third parties income, fees, royalties, payments and other amounts now or hereafter due and/or payable, including any remedies for past, present or future infringements. Upon assigning the Assigned Intellectual Property to IP Purchaser, Vendor will retain no right to use, nor ownership or interest in, the Assigned Intellectual Property, unless otherwise agreed in writing between the Parties.

3. Delivery and Waiver

Upon execution of this Assignment, Vendor shall forthwith disclose and deliver to IP Purchaser any and all Assigned Intellectual Property, which to ensure clarity, includes transferring to IP Purchaser any and all existing patent files, trademark applications, and other know-how, trade secrets and other proprietary or confidential information relating to the Assigned Intellectual Property in the possession or under the control of Vendor, including all notes, records, files and tangible items of any sort in its possession or under its control. Vendor hereby expressly and irrevocably waives all moral rights in the Assigned Intellectual Property or any of the foregoing materials in favour of IP Purchaser.

4. **Recordation and Further Assurances**

Vendor hereby authorizes the appropriate intellectual property office in any applicable jurisdictions to record and register this Assignment upon request by IP Purchaser, and further agrees to assist the IP Purchaser, or its designee, in every proper and reasonable way to perfect and secure IP Purchaser's rights in the Assigned Intellectual Property and other intellectual property rights relating thereto in any and all countries, including the execution of all applications, specifications, oaths, assignments, affidavits, declarations and other instruments necessary in order to apply for and obtain such rights and in order to assign and convey to IP Purchaser, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Assigned Intellectual Property, and any other intellectual property rights relating thereto. If the IP Purchaser is unable to secure Vendor's signature to apply for or to pursue any application for recording and registering this Assignment in any intellectual property office in any applicable jurisdictions, then Vendor hereby irrevocably designates and appoints IP Purchaser and its duly authorized officers as Vendor's agent and attorney-in-fact, to act for and in Vendor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further record and register the Assigned Intellectual Property assigned, conveyed and transferred hereunder under the name of the IP Purchaser with the same legal force and effect as if executed by Vendor.

5. **Asset Purchase Agreement**

This Assignment is subject to all of the terms and conditions set forth in the Asset Purchase Agreement, which Asset Purchase Agreement shall govern in the event of a conflict between the terms hereof and those of the Asset Purchase Agreement. Nothing in this Assignment shall be deemed to duplicate the obligations of either Party under the Asset Purchase Agreement.

6. **Miscellaneous Provisions**

- (a) **Expenses.** Each Party will pay for its own fees and expenses incurred in connection with this Assignment.
- (b) **Amendments.** This Assignment may only be amended, supplemented or otherwise modified by written agreement signed by each Party.
- (c) **Severability.** If any provision of this Assignment is determined to be illegal, invalid or unenforceable, in whole or in part, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision or

part thereof will be severed from this Assignment and the remaining part of such provision and all other provisions will continue in full force and effect.

- (d) **Governing Law.** This Assignment is governed by, and must be interpreted and enforced in accordance with the Laws of the Province of Quebec and the federal Laws of Canada applicable therein, without regard to conflict of law principles. Each of the Parties irrevocably attorns and submits to the exclusive jurisdiction of the courts of Quebec, judicial district of Montreal, in any action or proceeding arising out of or relating to this Assignment. Each of the Parties waives objection to the venue of any action or proceeding in such court or any argument that such court provides an inconvenient forum.
- (e) **Headings, etc.** The paragraph headings contained in this Assignment are for convenient reference only and do not affect the interpretation of this Assignment. The recitals to this Assignment are an integral part of this Assignment.
- (f) **Successors and Assigns.** This Assignment is binding upon and enures to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.
- (g) **Counterparts.** This Assignment may be executed and delivered in any number of counterparts (including by facsimile, email or other electronic means), each of which is deemed to be an original, and such counterparts together constitute one and the same agreement.
- (h) **English Language.** The Parties confirm that it is their wish that this Assignment and any other document executed in connection with the transactions contemplated hereunder be drawn up in the English language only and that all other documents contemplated hereunder or thereunder or relating hereto, including notices, shall also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents y afférent soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et ces autres documents soient rédigés en la langue anglaise seulement.*

[signature page follows]

The Parties have signed this Assignment as of the date first written above.

ESKI INC.

By: Vincent Leclerc
Name: Vincent Leclerc
Title: Chief Executive Officer

By: Stéphane Michaud
Name: Stéphane Michaud
Title: Chief Financial Officer

BIZZABO LTD.

By: Eran Ben-Shushan
Name: Eran Ben-Shushan
Title: Chief Executive Officer