

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900675029		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unlimi-Tech Software Inc.		01/01/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Help/Systems, LLC		
Street Address:	6455 City West Parkway		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3462322	FILES2U	
Registration Number:	3065707	FILECATALYST	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927717		
Email:	mhill@fredlaw.com		
Correspondent Name:	Michelle Hill		
Address Line 1:	200 SOUTH 6TH STREET, SUITE 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	51940.193		
NAME OF SUBMITTER:	Michelle Hill		
SIGNATURE:	/Michelle Hill/		
DATE SIGNED:	05/20/2022		
Total Attachments: 16			
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Help/Systems, LLC

as Purchaser

and

Unlimi-Tech Software Inc.

as Vendor

and

John Tkaczewski and Chris Bailey

as Shareholders

ASSET PURCHASE AGREEMENT

January 1, 2021

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ASSET PURCHASE AGREEMENT

Asset Purchase Agreement dated January 1, 2021 between Help/Systems, LLC (the "**Purchaser**"), Unlimi-Tech Software Inc. (the "**Vendor**") and each of John Tkaczewski and Chris Bailey (collectively, the "**Shareholders**").

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

"**Accounts Receivable**" has the meaning specified in Section 2.1(b);

"**Affiliate**" means, with respect to any Person, any other Person that controls or is controlled by or is under common control with the first mentioned Person;

"**Agreement**" means this asset purchase agreement;

"**Ancillary Agreements**" means all agreements, certificates and other instruments delivered or given pursuant to this Agreement;

"**Assumed Liabilities**" has the meaning specified in Section 4.1;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person;

"**Base Price**" has the meaning specified in Section 3.1(a);

"**Books and Records**" means all information in any form relating to the Purchased Business, including books of account, financial and accounting information and records, personnel records, tax records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, business reports, plans and projections, marketing and advertising materials, emails, and all other documents, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices);

"**Business Day**" means a day that is not a Saturday, Sunday or statutory holiday in Ottawa, Ontario or Minneapolis, MN;

"**Closing**" means the completion of the transaction of purchase and sale contemplated in this Agreement;

"**Closing Date**" means the date hereof;

"Inbound License" means any Contract pursuant to which the Vendor is authorized or otherwise permitted to access or exploit any other Person's Intellectual Property, or any Contract pursuant to which the Vendor obtains a right to access or exploit a Person's Intellectual Property in the form of services, such as a software as a services Contract or a cloud services Contract;

"Indemnified Person" means a Person with indemnification rights or benefits under Section 8.2 or Section 8.3, or otherwise under this Agreement;

"Indemnifying Party" means a Party against which a claim may be made for indemnification under this Agreement, including pursuant to Article 8;

"Intellectual Property" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) Software; and (viii) any other intellectual property and industrial property;

"Interim Financial Statements" means the unaudited management prepared financial statements of the Vendor as at the Interim Financial Statements Date consisting of a balance sheet and the accompanying unaudited statement of income and retained earnings for the 10 months then ended;

"Interim Financial Statements Date" means October 31, 2020;

"Laws" means any principle of common law and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity and (iii) to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity;

"Leave Employees" means all Employees not actively working at the Effective Time and who are on an approved leave, including those Employees on a statutory leave, disability leave, maternity/parental leave or approved personal leave of absence;

"Material Authorizations" has the meaning specified in Section 5.1(m).

"Material Contracts" has the meaning specified in Section 5.1(u);

Section 1.8 Exhibits, Schedules and Disclosure Letter.

The exhibits and schedules attached to this Agreement and the Disclosure Letter form an integral part of this Agreement for all purposes of it. The Disclosure Letter itself and all information contained in it is confidential information and may not be disclosed unless (i) it is required to be disclosed pursuant to applicable Law unless such Law permits the Parties to refrain from disclosing the information for confidentiality or other purposes or (ii) a Party needs to disclose it in order to enforce or exercise its rights under this Agreement or any Ancillary Agreement.

Section 1.9 References to Persons and Agreements.

Any reference in this Agreement or any Ancillary Agreement to a Person includes its heirs, administrators, executors, legal representatives, successors and permitted assigns. Except as otherwise provided in this Agreement or any Ancillary Agreement, the term "**Agreement**" and any reference in this Agreement to this Agreement, any Ancillary Agreement or any other agreement or document includes, and is a reference to, this Agreement, such Ancillary Agreement or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated and shall include all schedules to it.

Section 1.10 Statutes.

Except as otherwise provided in this Agreement or any Ancillary Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, re-enacted or replaced.

Section 1.11 Non-Business Days.

Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

**ARTICLE 2
PURCHASED ASSETS**

Section 2.1 Purchased Assets.

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, effective as of the Effective Time, the following assets (collectively, the "**Purchased Assets**"), other than the Excluded Assets:

- (a) **Software and Intellectual Property.** All right, title and interest of the Vendor in and to the Software and Intellectual Property owned by or licensed to the Vendor or used by the Vendor in connection with the Purchased Business, including but not limited to those listed and described in Section 5.1(w)(i) and Section 5.1(v)(i) of the Disclosure Letter;
- (b) **Computer Equipment.** All computer equipment, technology and communications hardware and infrastructure owned by the Vendor and used in connection with

the Purchased Business, including those listed and described in Section 5.1(r) of the Disclosure Letter.

- (c) **Accounts Receivables.** All accounts receivable, notes receivable and other debts due or accruing due to the Vendor in connection with the Purchased Business (the "**Accounts Receivable**") and the full benefit of all security for the Accounts Receivable, including but not limited to those listed and described in Section 5.1(q) of the Disclosure Letter;
- (d) **Prepaid Expenses.** All prepaid expenses of the Purchased Business, including those listed and described in Section 5.1(s) of the Disclosure Letter;
- (e) **Contracts.** The full benefit of all Contracts to which the Vendor is a party in connection with the Purchased Business excluding the Employment Contracts and the Excluded Contracts (collectively, the "**Purchased Contracts**");
- (f) **Authorizations.** All Authorizations, owned, held or used by the Vendor in connection with the Purchased Business to the extent that they are transferable, including those listed and described in Section 5.1(m) of the Disclosure Letter;
- (g) **Social Media.** All social media accounts used by the Vendor in connection with the Purchased Business, including but not limited to those listed and described in Section 5.1(x) of the Disclosure Letter;
- (h) **Books and Records.** The Books and Records for the 5-year period prior to the Closing Date, excluding all Tax Returns pertaining to corporate income taxes of the Vendor;
- (i) **Claims.** All claims of the Vendor relating to the Purchased Business or the Purchased Assets, whether choate or inchoate, known or unknown, contingent or otherwise; and
- (j) **Goodwill.** The goodwill of the Purchased Business, including the exclusive right of the Purchaser to (i) represent itself as carrying on the Purchased Business in continuation of and in succession to the Vendor, and (ii) use any words indicating that the Purchased Business is so carried on, including all of each of the Vendor's right, title and interest in and to the name "Unlimi-Tech Software Inc.", "FileCatalyst" or any variations thereof, together with the rights, if any, to all telephone numbers, email addresses, online storefronts and internet domain names used in connection with the Purchased Business, and all social media accounts used by the Vendor in connection with the Purchased Business, including any accounts with Twitter, Facebook, LinkedIn and Instagram.

Section 2.2 Excluded Assets.

The Purchased Assets shall not include any of the following assets (collectively, the "**Excluded Assets**"):

IN WITNESS WHEREOF the Parties have executed this Asset Purchase Agreement.

HELP/SYSTEMS, LLC

By: 
Name: Matthew Reck
Title: Chief Financial Officer

UNLIMI-TECH SOFTWARE INC.

By: _____
Name:
Title:

John Tkaczewski

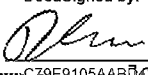
Chris Bailey

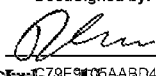
IN WITNESS WHEREOF the Parties have executed this Asset Purchase Agreement.


HELP/SYSTEMS, LLC

By: _____
Name:
Title:

UNLIMI-TECH SOFTWARE INC.

DocuSigned by:
By:  _____
C79E8105AABD...
Name: John Tkaczewski
Title: President

DocuSigned by:
 _____
C79E8105AABD...
John Tkaczewski

DocuSigned by:
 _____
E747A472899B1454...
Chris Bailey

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "**Agreement**") is made as of January 1, 2021 between Unlimi-Tech Software Inc. (the "**Assignor**") and Help/Systems, LLC (the "**Assignee**").

WHEREAS, Assignor, Assignee, John Tkaczewski and Chris Bailey have entered into an asset purchase agreement dated as of the date hereof (the "**Asset Purchase Agreement**");

WHEREAS, subject to the terms and conditions of the Asset Purchase Agreement, Assignor agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee agreed to purchase, acquire and accept, all of Assignor's right, title and interest of the Vendor in and to the Software (as defined in the Asset Purchase Agreement) and Intellectual Property (as defined in the Asset Purchase Agreement) owned by or licensed to the Vendor or used by the Vendor in connection with the Purchased Business (as defined in the Asset Purchase Agreement), including the trademarks and corresponding applications and registrations listed on Schedule "A" hereto (the "**Trademarks**") and the patent and patent applications listed on Schedule "B" hereto (the "**Patents**") (collectively all referred to as the "**Assigned Intellectual Property**");

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Without limiting the generality of the terms of the Asset Purchase Agreement, Assignor does hereby sell, transfer, convey, assign and deliver unto Assignee all of such Assignor's worldwide right, title and interest in and to the Assigned Intellectual Property including the Trademarks and the Patents, the same to be held by Assignee as fully and entirely as the same could have been held and enjoyed by such Assignor if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of such Assignor in and to the Assigned Intellectual Property that took place prior to the date of this assignment.

2. Assignor hereby authorizes the Canadian Intellectual Property Office and any all other relevant governmental Intellectual Property Offices to transfer and record the assignment of the Assigned Intellectual Property including the Trademarks and the Patents to Assignee, as assignee thereof, or otherwise as Assignee may direct.

3. Assignor further agrees, 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 including the execution of any further country-specific assignment documents, power of attorney documents and other documents necessary to effect the recording of the assignments at the various relevant governmental Intellectual Property Offices.

4. The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

5. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to the conflicts of law principles thereof.

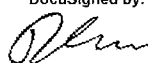
6. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

[Signature page follows]

IN TESTIMONY WHEREOF, the parties hereto have signed.

UNLIMI-TECH SOFTWARE INC.

DocuSigned by:
By: 
Name: John Kaczewski
Title: President

HELP/SYSTEMS, LLC

By: _____
Name:
Title:

IN TESTIMONY WHEREOF, the parties hereto have signed.

UNLIMI-TECH SOFTWARE INC.

By: _____
Name:
Title:

HELP/SYSTEMS, LLC

DocuSigned by:
Matt Reck
By: _____
Name: Matthew Reck
Title: Chief Financial Officer

Schedule "A"

Trademarks

UNITED STATES

TRADE-MARK	REGISTRATION NO.	OWNER(S)
Files2U	3462322	Unlimi-Tech Software Inc., Canada
FileCatalyst	3065707	Unlimi-Tech Software Inc., Canada