

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM743073

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		04/30/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Choral Systems, LLC		
Street Address:	145 Old Cedar Lane		
City:	Milton		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88121978	CHORAL	
Serial Number:	88202354	C	
CORRESPONDENCE DATA			
Fax Number:	2022634310		
<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:	2022634301		
Email:	jblair@sgrlaw.com		
Correspondent Name:	Jason Paul Blair		
Address Line 1:	1055 Thomas Jefferson Street NW		
Address Line 2:	Suite 400		
Address Line 4:	Washington, D.C. 20007		
NAME OF SUBMITTER:	Jason Paul Blair		
SIGNATURE:	/Jason Paul Blair/		
DATE SIGNED:	07/22/2022		
Total Attachments: 13			
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ASSIGNMENT OF CHORAL TECHNOLOGY

(Joint Assignment)

THIS ASSIGNMENT is effective of the 30th day of April, 2019 (the "**Assignment Date**"), by and among **Bank of Montreal**, a Canadian chartered bank having an address at 100 King Street West, Toronto, Ontario Canada M5X 1A1 ("**BMO**"), **Jean-Michel Ares**, having an address at 145 Old Cedar Lane, Milton, Georgia 30004, U.S.A. ("**JMA**"), and **Choral Systems, LLC**, having an address at 145 Old Cedar Lane, Milton, Georgia 30004, U.S.A. ("**Choral Systems**"). BMO, JMA and Choral Systems are collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS:

A. BMO and JMA entered into that certain agreement titled MAPS Collaboration Agreement dated as of June 25, 2015, as amended (the "**MAPS Collaboration Agreement**").

B. Under the MAPS Collaboration Agreement, BMO agreed to assign, transfer and convey, to Choral Systems, effective as of a Module Completion Date, any and all of its right, title and interest in Modules of CHORAL.

C. Under the MAPS Collaboration Agreement, JMA agreed to assign, transfer and convey, to Choral Systems, from time to time, any and all of his right, title and interest in CHORAL that JMA may thereafter have acquired in CHORAL.

D. In the interest of completeness, BMO and JMA did assign, transfer and convey on a joint basis all of their respective right, title and interest in the technology created in connection with CHORAL by BMO and JMA between the effective date of the Collaboration Agreement through March 1, 2017 to Choral Systems (the "**Joint Assignment**").

E. BMO and JMA desire to make this assignment, transfer and conveyance on a joint basis to ensure that all of their respective right, title and interest in the technology created in connection with CHORAL by BMO and JMA between the effective date of the Joint Assignment through the date of this Assignment are assigned, transferred and conveyed hereunder to Choral Systems.

1. Definitions

Capitalized terms in this Assignment have the meanings given to such terms in the MAPS Collaboration Agreement.

2. Assignment

For good and valuable consideration, the receipt of which is acknowledged by JMA and BMO, each of JMA and BMO hereby assigns, transfers and conveys to Choral Systems any and all of BMO's and JMA's respective contributions to and right, title and interest in the following, including any and all of BMO and JMA's right title and interest in the Collaboration Technology residing therein (all of the following are referred to collectively as the "**Assigned Rights and Technology**"): (i) the Modules described in Attachment 1 to this Assignment, (ii) the subject matter described in the patent and provisional patent applications described in Attachment 2 to this Assignment, (iii) the subject matter described in the trademark applications attached as Attachment 3 to this Assignment, and (iv) the domain names described in Attachment 4 to this Assignment. Such assignment, transfer and conveyance shall be restricted to any and all elements and components of the Assigned Rights and Technology identified and described in Attachments 1, 2, 3, or 4 to this Assignment which may be owned by BMO or JMA (namely Technology, Content, Documentation, Hardware, Software and other assets or materials relating to the

Modules identified and described in Attachment 1 and the subject matter described in the (a) patent and provisional patent applications described in Attachment 2, (b) the trademark applications described in Attachment 3, and (c) the domain names described in Attachment 4).

2.1 Form of Assignment for Recordal with the United States Patent and Trademark Office (USPTO) and the Canadian Intellectual Property Office (CIPO). For the purposes of recording the foregoing assignments with the USPTO and CIPO, the Parties agree to execute the form of assignments attached as Attachment 5 to this Assignment.

3. Other Rights

The assignment, transfer and conveyance of Assigned Rights and Technology hereunder includes the right to bring a Claim, litigation or other proceeding, at law or in equity or otherwise, for any past, present and/or future infringement, breach, interference, violation, dilution, depreciation or misappropriation such Assigned Rights and Technology and to receive all monies, income, royalties, damages, compensation and other relief in connection with such Assigned Rights and Technology.

4. Exclusions

For the avoidance of doubt, the Assigned Rights and Technology assigned hereunder by BMO or JMA shall not include

- (a) any Assigned Rights and Technology described in Attachments 1, 2, 3, 4 and 5 that was previously assigned, transferred and conveyed to Choral Systems on the effective date of the Collaboration Agreement, and, as a result of which, an assignment under this Assignment is not necessary;
- (b) any Technology, Content, Documentation, Hardware, Software or any other assets or materials owned by or licensed to BMO or JMA which are not described in Attachments 1, 2, 3, 4 or 5;
- (c) an assignment of, license of or permission to use any Information, Hardware, Software, Content or Documentation or Intellectual Property Right owned by or licensed to a BMO Group Member that is not used exclusively for CHORAL;
- (d) any right of a BMO Group Member in any third party agreements including license agreements and software licenses that do not relate exclusively to CHORAL;
- (e) any contractual rights of a BMO Group Member in respect of employees or independent contractors who may be engaged on a full-time or part time basis in connection with the Collaboration, including any confidentiality, non-competition, non-solicitation and intellectual property assignment rights in respect of such Persons;
- (f) any right of a BMO Group Member in equipment, hardware or other physical assets used in the Collaboration that is not used exclusively for CHORAL;
- (g) any right to occupy premises of a BMO Group Member;
- (h) the Excluded Technology and Assets; and
- (i) the Technology, Content, Documentation, Hardware, Software or other assets or materials owned by or licensed to BMO or JMA that is described in Attachment 1 as being specifically excluded as being transferred or assigned to Choral Systems by BMO or JMA.

5. Representations and Warranties

Other than that BMO and JMA have not individually assigned to any other Person rights in any of the Assigned Rights and Technology, each of BMO and JMA make no other representation or warranty with respect to the Assigned Rights and Technology assigned hereunder, and each of BMO and JMA disclaim all other warranties, express and implied, including any statutory or express or implied warranties of merchantability, operability and fitness for use for a particular purpose, and the Assigned Rights and Technology that is otherwise assigned, transferred and conveyed hereunder is assigned, transferred and conveyed 'as is' and 'with all faults'. For greater certainty, each of BMO and JMA make no and disclaim any representation and warranty:

- (a) that BMO or JMA, as applicable, is the owner of, or has sufficient right, title and interest in and to the Modules described in Attachment 1, the patent and provisional patent applications included in Attachment 2, the trademark applications included in Attachment 3, and the domain names included in Attachment 4, including the Assigned Rights and Technology;
- (b) that the Modules described in Attachment 1, the patent and provisional patent applications included in Attachment 2, the trademark applications included in Attachment 3, and the domain names included in Attachment 4, including the Assigned Rights and Technology, is free and clear of all Claims and Encumbrances;
- (c) regarding the patentability of any claimed invention in, or the validity of, any Patent or other Intellectual Property Right in the Modules described in Attachment 1, the patent and provisional patent applications included in Attachment 2, the trademark applications included in Attachment 3, and the domain names included in Attachment 4, including the Assigned Rights and Technology;
- (d) relating to the Modules described in Attachment 1, the patent and provisional patent applications included in Attachment 2, the trademark applications included in Attachment 3, and the domain names included in Attachment 4, including the Assigned Rights and Technology, arising from a course of dealing or course or performance or usage of trade;
- (e) that the Modules described in Attachment 1, the patent and provisional patent applications included in Attachment 2, the trademark applications included in Attachment 3, and the domain names included in Attachment 4, including the Assigned Rights and Technology, is or will not constitute an infringement, violation or misappropriation of the Technology of another Person;
- (f) that the Modules described in Attachment 1, the patent and provisional patent applications included in Attachment 2, the trademark applications included in Attachment 3, and the domain names included in Attachment 4, including the Assigned Rights and Technology, is not being used by another Person; and
- (g) that the Assigned Rights and Technology is valid or enforceable.

For clarity, this Section 5 shall not apply to JMA insofar as subject matter described in Attachments 1, 2, 3 and 4, including the Assigned Rights and Technology, was previously assigned, transferred and conveyed to Choral Systems on the effective date of the Collaboration Agreement.

6. Effective Date

The Technology Transfer is effective as of the Assignment Date.

7. Further Assurances

Each of BMO and JMA shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Assignment, and each of BMO and JMA shall provide and execute such further documents or instruments required by Choral Systems as may be reasonably necessary to effect the purpose of this Assignment and carry out its provisions, whether before or after the Effective Date.

8. Miscellaneous Provisions

- (a) **Applicable Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario (without giving effect to the choice of law principles thereof), and the Parties agree to attorn to the Courts of the Province of Ontario sitting in the City of Toronto to resolve any disputes that may arise under this Assignment and irrevocably waive, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of such action, application or proceeding.
- (b) **Headings.** The paragraph headings contained in this Assignment are for convenient reference only and shall not affect the meaning or interpretation hereof.
- (c) **Successors and Assigns.** This Assignment shall enure to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
- (d) **Counterpart Execution.** This Assignment may be executed in separate counterparts and may be executed and delivered by electronic means (including, without limitation, by exchange of signatures by PDF or by facsimile) and all such executed counterparts together shall constitute one agreement.

[Signatures Appear on Following Page(s)]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their respective authorized officers or individually, as applicable.

Executed at _____ as of the __30th__ day of April, 2019.

Bank of Montreal

By: _____

Name: Luke Seabrook

Title: Group Head, Enterprise Initiatives, Infrastructure and Innovation

Executed at Atlanta, Georgia as of the ____ day of April, 2019.

Choral Systems, LLC

By: _____

Name: Jean-Michel Arès

Title: President

Executed at Atlanta, Georgia as of the ____ day of April, 2019.

Jean-Michel Arès

By: _____

Name: Jean-Michel Arès

Signature Page to Joint Assignment

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their respective authorized officers or individually, as applicable.

Executed at _____ as of the _____ day of April, 2019.

Bank of Montreal

By: _____
Name: Luke Seabrook
Title: Group Head, Enterprise Initiatives, Infrastructure and Innovation

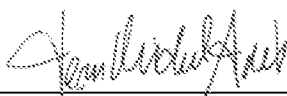
Executed at Atlanta, Georgia as of the 30th day of April, 2019.

Choral Systems, LLC

By:  _____
Name: Jean-Michel Arès
Title: President

Executed at Atlanta, Georgia as of the 30th day of April, 2019.

Jean-Michel Arès

By:  _____
Name: Jean-Michel Arès

Signature Page to Joint Assignment

Attachment 1

Modules

The Modules (or components thereof) covered by this Assignment consist of the following:

- the source code for CHORAL as at April 30, 2019 (i.e., the package used for deployment to Staging closest to April 30).
- the configuration files for CHORAL as at April 30, 2019 (i.e., the package used for deployment to Staging closest to April 30) (but EXCLUDING any data therein that is unique to BMO).
- the DT* (DT, DTV, DTM etc.), FC, and FJ templates used for CHORAL (but EXCLUDING any data within these files that is unique to BMO).
- the system design files for CHORAL including menu structure, wireframes, specification files (but EXCLUDING any within these files that is unique to BMO).
- the marketing collateral developed to date for CHORAL (but EXCLUDING any data therein that is unique to BMO and specific screen captures used in the video or other marketing artifacts that clearly identify any BMO Data or BMO trademarks, service marks, logos or other marks).
- ownership of Domains, Trademarks, Copyright related to CHORAL that were paid for and/or obtained by BMO on behalf of Choral Systems LLC.
- approved and pending patent claims related to CHORAL that were paid for and/or in control of BMO as of April 30, 2019.

For purposes of clarity, it is agreed that BMO's rights in the following are specifically excluded from the Modules (or components thereof) that are described above:

- all data that is unique to BMO in the SQL database used by CHORAL.
- diagrams/images of BMO's organizational structure and systems architecture that are unique to BMO .
- use or retention of any data that is unique to BMO post April 30, 2019; provided that Choral Systems shall have the right to use the test data that is in the existing CHORAL demonstration system that cannot reasonably be attributed back to BMO.

Attachment 2

U.S. Patent Applications Concerning Certain Aspects of CHORAL [Attached]

Allowed application: US Serial No. 15/925,995, filed March 20, 2018, titled "SYSTEM AND METHOD FOR BUILDING AND USING ROBOTIC MANAGERS"

Allowed application based on now expired provisional: US Serial No. 62/474,168, filed March 21, 2017, titled "UNIFIED NAVIGATION AND ANALYTICS SYSTEM AND METHOD"


Continuation application is not yet filed, so no serial number yet

The following provisional applications, each filed as of April ____, 2019:


- [To be specified]

Attachment 3

U.S. Trademark Applications

Trademark	Filing Date	Application No.
CHORAL	September 18, 2018	88,121,978
 C Stylized	November 21, 2018	88,202,354
KNOWLEDGE GRID	November 21, 2018	88,202,335

Canadian Trademark Applications

Trademark	Filing Date	Application No.
CHORAL	2018-09-18	1,920,601
 C Stylized	2018-11-06	1,928,914
KNOWLEDGE GRID		1,930,272

Attachment 4

Domain Names

- 1. choral.com**
- 2. choralsystems.com**
- 3. choralsystems.ca**
- 4. choralsystems.org**
- 5. choralsystems.net**
- 6. choral.tech**
- 7. choral.technology**
- 8. choral.mobi**
- 9. choral.us**

Attachment 5

**Form of Assignments for Recordal
with the United States Patent and Trademark Office (USPTO)
and the Canadian Intellectual Property Office (CIPO)**

TRADEMARK ASSIGNMENT [USPTO]

WHEREAS, Bank of Montreal, a Canadian Corporation, (hereinafter referred to as "Assignor") has adopted, has an intent to use, has taken material steps toward using the trademarks listed below (hereinafter referred to as the "Marks") and owns the trademark applications to register the Marks as listed below;

Mark	Serial No.
CHORAL	88121978
KNOWLEDGE GRID	88202335
Stylized C Design	88202354

WHEREAS, Assignor, by agreement between Assignor and Choral Systems, LLC, a Delaware corporation (hereinafter referred to as "Assignee"), has agreed to assign the Marks, the goodwill attendant thereto and tangible and intangible assets related to using and commercializing the Marks to Assignee; and

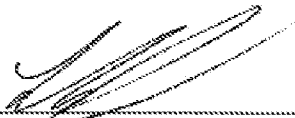
WHEREAS, Assignor and Assignee are desirous of memorializing the transfer of the Marks and the goodwill attendant thereto to Assignee.

NOW, THEREFORE, Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign to Assignee, all right, title and interest in and to the Mark together with the goodwill of the business connected and tangible and intangible assets related to using and commercializing the Marks.

Executed at Toronto, Canada this ____ day of March 2019

Bank of Montreal ("Assignor")

By:



Name: Luke Seabrook
Title: Group Head, Enterprise Initiatives, Infrastructure and
Innovation

TRADEMARK ASSIGNMENT [CIPO]

The undersigned, _____, the owner of the Canadian Trade-mark Applications identified in the schedule attached hereto, and of the trade-marks therein, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, doth sell, assign, transfer and set over unto _____ a company organized under the laws of _____, having its full post office address at _____ its successors, and assigns, the whole right, title and interest in Canada in and to the said trade-marks and in, to and under the said applications and the registrations to be granted thereon, together with the goodwill of the business in Canada in association with which the marks have been used, and together with all rights, demands and choses-in-action in Canada now vested in the said Assignor arising by reason of any unauthorized use by others of the said trade-marks.

EXECUTED at _____

this _____ day of _____, 20____

By:

(signature)

(name)

(title/official capacity)