

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enrich Software Corp.		10/07/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Valsoft Corporation Inc.		
Street Address:	7405 Trans Canada Route, #100		
City:	Saint-Laurent, Quebec		
State/Country:	CANADA		
Postal Code:	H4T 1Z2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2491101	ENRICH	
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:	617-556-3823		
Email:	avontaube@richmaylaw.com		
Correspondent Name:	Arvid von Taube		
Address Line 1:	176 Federal Street		
Address Line 2:	Rich May, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Arvid von Taube		
SIGNATURE:	/Arvid von Taube/		
DATE SIGNED:	11/10/2022		
Total Attachments: 6			
source=Trademark and Patent Assignment#page1.tif			
source=Trademark and Patent Assignment#page2.tif			
source=Trademark and Patent Assignment#page3.tif			
source=Trademark and Patent Assignment#page4.tif			
source=Trademark and Patent Assignment#page5.tif			

OP \$40.00 2491101

TRADEMARK AND PATENT ASSIGNMENT AGREEMENT

This **TRADEMARK AND PATENT ASSIGNMENT AGREEMENT** (this "**Trademark and Patent Assignment**"), dated as of October 7, 2022 is made by Enrich Software Corp., a Canada corporation and the successor by way of amalgamation of two predecessor amalgamating corporations named Enrich Software Corp. and Richer Systems Group Inc., as per the attached Certificate of Amalgamation issued by Corporation Canada dated April 1, 2021, ("**Enrich**") and Valsoft Corporation Inc., a Quebec corporation, ("**Valsoft**"), the purchaser of substantially all of the assets of Enrich under an asset purchase agreement among Valsoft, Enrich, Aspire Ontario Inc., an Ontario corporation, and Eric Richer (the "**Asset Purchase Agreement**"), solely for the purposes of Section 3.02 of the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Enrich has conveyed, transferred and assigned to Valsoft, among other assets, certain intellectual property of Enrich, and has agreed to deliver and Valsoft this Trademark and Patent Assignment, for filing with governmental authorities including, but not limited to, the Office of the Registrar of Trademarks, Canadian Intellectual Property Office ("**CIPO**") and the United States Patent and Trademark Office ("**USPTO**").

NOW, THEREFORE, the parties covenant and agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Enrich hereby irrevocably conveys, transfers and assigns to Valsoft, and Valsoft hereby accepts, all of Enrich's right, title and interest in and to the following (the "**Assigned Trademarks and Patents**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks and Patents:

- (a) the trademark registrations, trademark applications and patents set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Enrich accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Registering and Further Actions. Enrich authorizes CIPO and the USPTO, and any other governmental officials to record and register this Trademark and Patent Assignment upon request by Valsoft. Enrich shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations or other similar items, to ensure that the Assigned Trademarks and Patents are properly transferred to Valsoft, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks and Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark and Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement

5. Successors and Assigns. This Trademark and Patent Assignment shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark and Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the federal laws of Canada and the laws of the Province of Alberta, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark and Patent Assignment as of the date first above written.

ENRICH SOFTWARE CORP.

By: 

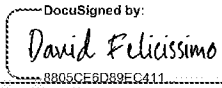
Name: Eric R. Decker

Title: President

Address for Notices: Box 367
Banff, AB
T1L 1A5

AGREED TO AND ACCEPTED:

VALSOFT CORPORATION INC.

By: 
8805CE9D89EC411

Name: David Felicissimo

Title: Secretary

Address for Notices: 7405 Trans Canada Route, #100
Saint-Laurent, Quebec
Canada H4T 1Z2

SCHEDULE 1**Canadian Assigned Trademark Registrations and Applications**

Country	Mark	App. Date App. No. Reg. Date Reg. No.	Status/Status Date	Goods/Services (Full)
Canada	ENRICH	Registration No. TMA 530,799	Expires on August 7, 2030	
Canada	ENRICH & Design	Registration No. TMA 487,981	Expires on January 21, 2028	

United States of America Assigned Trademark Registrations and Applications

Country	Mark	App. Date App. No. Reg. Date Reg. No.	Status/Status Date	Goods/Services (Full)
United States	ENRICH	No. 2,491,101	Expires on September 28, 2031	

Canadian Assigned Patents

Canadian Patent No. 2,547,287 issued on April 13, 2018 for System and Method of Data Brokering (i.e. Emconex) – expires May 19, 2026 if annual maintenance fees are paid – next maintenance fee due May 19, 2023.

United States Assigned Patents

United States Patent No. 7,734,689 issued on June 8, 2010 for “System and Method for Managing Processing Of A Plurality of Events Through an Event Management” – expires on February 21, 2028.



Innovation, Science and
Economic Development Canada
Innovation Sciences et
Développement économique Canada
Directeurs Général

Innovation, Sciences et
Développement économique Canada
Directeurs Général

Certificate of Amalgamation

Canada Business Corporations Act

Certificat de fusion

Loi canadienne sur les sociétés par actions

ENRICH SOFTWARE CORP.

Corporate name / Dénomination sociale

1161293-0

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation resulted from an amalgamation, under section 185 of the *Canada Business Corporations Act*, of the corporations set out in the attached articles of amalgamation.

JE CERTIFIE que la société susmentionnée est issue d'une fusion, en vertu de l'article 185 de la *Loi canadienne sur les sociétés par actions*, des sociétés dont les dénominations apparaissent dans les statuts de fusion ci-joints.

Raymond Edwards

Director / Directeur

2021-04-01

Date of Amalgamation (YYYY-MM-DD)

Date de fusion (AAAA-MM-JJ)

Canada



Innovation, Science and
Economic Development Canada
Corporation Canada

Innovation, Sciences et
Développement économique Canada
Corporation Canada

**Canada Business Corporations Act (CBCA)
FORM 9
ARTICLES OF AMALGAMATION
(Section 185)**

1 - Corporate name of the amalgamated corporation		
ENRICH SOFTWARE CORP.		
2 - The province or territory in Canada where the registered office is situated (do not indicate the full address)		
Alberta		
3 - The classes and any maximum number of shares that the corporation is authorized to issue		
The annexed Schedule "A" is incorporated into this form.		
4 - Restrictions, if any, on share transfers		
The annexed Schedule "B" is incorporated into this form.		
5 - Minimum and maximum number of directors (for a fixed number of directors, please indicate the same number in both boxes)		
Minimum number	1	Maximum number 15
6 - Restrictions, if any, on the business the corporation may carry on		
None.		
7 - Other provisions, if any		
The annexed Schedule "C" is incorporated into this form. The Statutory Declarations of the amalgamating corporations are attached.		
8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows:		
<input type="radio"/> 183 - Long form : approved by special resolution of shareholders	<input checked="" type="radio"/> 184(1) - Vertical short-form : approved by resolution of directors	<input type="radio"/> 184(2) - Horizontal short-form : approved by resolution of directors
9 - Declaration		
I hereby certify that I am a director or an authorized officer of the following corporation:		
Name of the amalgamating corporations	Corporation number	Signature
Richer Systems Group Inc.	325093-9	
Enrich Software Corp.	446094-4	
<small>Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$8,000 or to imprisonment for a term not exceeding six months or to both (subsection 280(1) of the CBCA).</small>		

