

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847907

| | | | |
|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kivuto Solutions Inc. | | 02/09/2023 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Valsoft Corporation Inc. | | |
| Street Address: | 7405 Trans Canada Route, Suite 100 | | |
| City: | Montreal | | |
| State/Country: | CANADA | | |
| Postal Code: | Quebec H4T 1Z2 | | |
| Entity Type: | Corporation: CANADA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4860206 | KIVUTO | |
| Registration Number: | 6072102 | TEXIDIUM | |
| Registration Number: | 5684416 | TEXIDIUM | |
| Registration Number: | 4635355 | ONTHEHUB | |
| 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: | trademarks@richmaylaw.com | | |
| Correspondent Name: | Arvid von Taube | | |
| Address Line 1: | Rich May, P.C. | | |
| Address Line 2: | 176 Federal Street | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| NAME OF SUBMITTER: | Arvid von Taube | | |
| SIGNATURE: | /Arvid von Taube/ | | |
| DATE SIGNED: | 10/23/2023 | | |
| Total Attachments: 4 | | | |
| source=Kivuto - Assignment of Trademark Agreement - Executed[40]#page1.tif | | | |
| source=Kivuto - Assignment of Trademark Agreement - Executed[40]#page2.tif | | | |

OP \$115.00 4860206

source=Kivuto - Assignment of Trademark Agreement - Executed[40]#page3.tif

source=Kivuto - Assignment of Trademark Agreement - Executed[40]#page4.tif

ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT (this "**Trademark Assignment**"), effective as of February 9, 2023, is made by Kivuto Solutions Inc. ("**Vendor**"), an Ontario corporation, located at 495 Richmond Road, Suite 100, Ottawa, Ontario, K2A 4B2, in favour of Valsoft Corporation Inc. ("**Purchaser**"), a Quebec corporation, located at 7405 Trans Canada Route, Suite 100, Montreal, Quebec H4T 1Z2, the purchaser of certain assets of Vendor under an Agreement of Purchase and Sale between Purchaser and Vendor, dated as of January 17, 2023 (the "**Asset Purchase Agreement**").

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

NOW, THEREFORE, the parties 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 other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Vendor hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Vendor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Vendor 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. Vendor authorizes the Office of the Registrar of Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Purchaser. Vendor 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 are properly transferred to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset 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 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 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. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

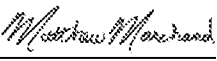
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with,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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Vendor has duly executed and delivered this Trademark Assignment as of the date first above written.

Kivuto Solutions Inc.

Per: BDO Canada Limited, in its capacity as court-appointed receiver of Kivuto Solutions Inc. and not in its personal or corporate capacity

By: 

Name: Matthew Marchand

Title: Partner & Senior Vice President

Address for Notices: 20 Wellington St. E, Suite 500,
Toronto, ON, M5E 1C5

AGREED TO AND ACCEPTED:

Valsoft Corporation Inc.

By: 

Name: Nick Martin

Title: VP Legal

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

SCHEDULE 1

Assigned Trademark Registrations and Applications

CPO:

| TM | Application number | Registration Number |
|-----------|------------------------------|----------------------------|
| Kivuto | 1589562 2099164 (Pending) | TMA872973 |
| Texidium | 1846908 | TMA1017489 |
| OnTheHub | 1431526 | TMA794971 |

USPTO:

| TM | Serial Number | Registration Number |
|-----------|----------------------|----------------------------|
| Kivuto | 86046762 | 4860206 |
| Texidium | 87544654 87977592 | 6072102 5684416 |
| OnTheHub | 86045126 | 4635355 |

Non-registered TM :

- Kivuto Cloud
- Texidium eReader
- ELMS (Education License Management System)
- PAL (Publisher Adoption Library)