

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Topity LLC		02/22/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TELUS Communications Inc.		
Street Address:	510 West Georgia Street		
Internal Address:	7th Floor		
City:	Vancouver, British Columbia		
State/Country:	CANADA		
Postal Code:	V6B 0M3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2428183	TORTEL	
CORRESPONDENCE DATA			
Fax Number:	2152799394		
<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:	215.279.9389		
Email:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	1835 Market Street, Suite 1050		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Jordan LaVine		
SIGNATURE:	/jordan lavine/		
DATE SIGNED:	03/05/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "**Agreement**") is made as of February 22, 2019 (the "**Effective Date**") between Topity LLC (formerly known as Tortel Communications Inc. and referred to herein as the "**Assignor**") and TELUS Communications Inc. (the "**Assignee**").

WHEREAS, the Assignor, the Assignee, Broad-Connect Telecom Inc. and Prasher Holdings Inc. have entered into an asset purchase agreement dated February 15, 2019 (the "**Asset Purchase Agreement**");

AND WHEREAS capitalized terms used in this Agreement and not otherwise defined herein but defined in the Asset Purchase Agreement shall have the same meanings herein as specified in the Asset Purchase Agreement;

AND WHEREAS, subject to the terms and conditions of the Asset Purchase Agreement, the Assignor agreed to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee agreed to purchase, acquire and accept, all of the Assignor's right, title and interest in and to all of the intellectual property assets owned by the Assignor and used in connection with the Purchased Business (and for greater clarity, not the Excluded Business), other than the Excluded Assets, whether registered or not, including, but not limited to, the trademarks and corresponding applications and registrations listed on Schedule "A" hereto (the "**Trademarks**"), including all of the goodwill of the business carried on in association with and symbolized by the Trademarks, all internet domain names containing the trademarks or tradenames, all information required to obtain access to and control the internet domain names, all copyright in any literary or artistic matter in the Trademarks, all common law rights in the Trademarks and the right to sue for past infringements, or passing off, of the Trademarks, and the patent and patent applications listed on Schedule "B" hereto (the "**Patent Rights**"), including all priority claims relating to the Patent Rights, whether domestic or foreign, the invention or inventions described in the Patent Rights, and all applications whenever or wherever filed that claim priority from any application or patent included in the Patent Rights (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, the Assignor does hereby sell, transfer, convey, assign and deliver unto the Assignee all of such Assignor's worldwide right, title and interest in and to the Assigned Intellectual Property, including the Trademarks and Patent Rights, the same to be held by the 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 Agreement.

2. The Assignor hereby authorizes the Canadian Intellectual Property Office, the United States Patent and Trademark 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 Patent Rights set forth on Schedule "A" and Schedule "B" hereto, to the Assignee or otherwise as the Assignee may direct. The Assignor further authorizes the Assignee to make any additions to Schedule "A" or Schedule "B" hereto required by a relevant governmental intellectual property office to effect the recording of the assignments, such as the addition of serial numbers.

3. The 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. This Agreement is subject to the terms and conditions of the Asset Purchase Agreement, including Article 11 thereof. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will prevail. This Agreement does not create, and will not be interpreted as creating, any rights or obligations of the parties other than those set forth in the Asset Purchase Agreement, nor does it derogate from, or will it be interpreted as derogating from, any rights or obligations of the parties under the Asset Purchase Agreement, it being understood that this Agreement is solely to confirm the intellectual property asset transfers set forth in the Asset Purchase Agreement and, if necessary, to provide evidence of such transfers to third parties.

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

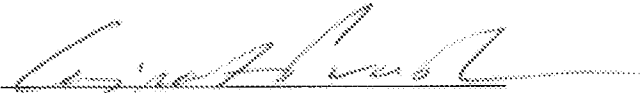
6. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to the conflicts of law principles thereof.

7. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

TOPITY LLC

By: 
Authorized Signatory

TELUS COMMUNICATIONS INC.

By: _____
Darren Goldstein
Authorized Signatory

IN WITNESS WHEREOF, The 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.

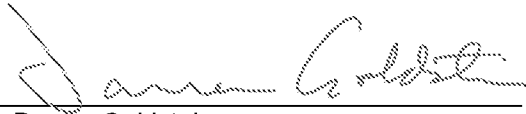
TOPITY LLC

By:

Authorized Signatory

TELUS COMMUNICATIONS INC.

By:



Darren Goldstein
Authorized Signatory

SCHEDULE "A"
TRADEMARKS

CANADIAN REGISTERED TRADEMARKS:

<u>TRADE-MARK</u>	<u>APPLICATION NO.</u>
TORTEL	1009253

UNITED STATES REGISTERED TRADEMARKS:

<u>TRADE-MARK</u>	<u>REGISTRATION NO.</u>
TORTEL	2428183

SCHEDULE "B"
PATENT RIGHTS

CANADIAN REGISTERED PATENTS AND PATENT APPLICATIONS:

None.

UNITED STATES REGISTERED PATENTS AND PATENT APPLICATIONS:

<u>PATENT</u>	<u>APPLICATION NO.</u>
Devices and Methods of Monitoring Network-Connected Client Devices	15/934,231