

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ubity Solutions, Inc.		07/19/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Ubity Communications Inc.		
Street Address:	7th Floor		
Internal Address:	510 West Georgia Street		
City:	Vancouver, British Columbia		
State/Country:	CANADA		
Postal Code:	V6B 0M3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86262483	UBITY	
Serial Number:	86262477	UBITY	
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>			
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:	11/19/2019		
Total Attachments: 5			
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OP \$65.00 86262483

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "**Agreement**") is made as of July 19, 2019 (the "**Effective Date**") between Ubity Solutions Inc. (the "**Assignor**") and Ubity Communications Inc. (the "**Assignee**").

WHEREAS, the Assignor, the Assignee, TELUS Communications (U.S.) Inc., TELUS Corporation, Alain De Blois, 9269-5469 Québec Inc., Fiducie Familiale Alain De Blois (2015), Simon Martel and Jean Schurger have entered into an asset purchase agreement dated as of the effective date (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, subject, however, to the extent that the Intellectual Property assets are registered or used in the United States, (which assets are subject to an exclusive licence in favour of TELUS Communications (U.S.) Inc., such exclusive license, the "**TC US Licence**") and 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 (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, subject only to the TC US Licence 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, 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 and including the Assignor's right, title and interest as licensor under the TC US Licence.

2. The Assignor hereby authorizes the Canadian Intellectual Property Office, the U.S. Patent and Trademarks Office and any and 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" hereto, to the Assignee or otherwise as the Assignee may direct. The Assignor further authorizes the Assignee to make any additions to Schedule "A" 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 10 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 is governed by and will be interpreted and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Québec and elect domicile in the City of Montréal with respect to any matter relating to the execution or construction of this Agreement or the exercise of any right or the enforcement of any obligation arising hereunder (excluding any conflict of forum rule or principle, foreign or domestic, which might refer such matter to the courts of another jurisdiction).

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.

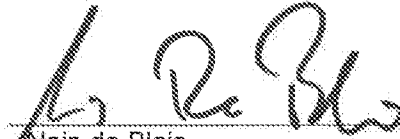
8. The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only but without prejudice to any such notice, document or instrument which may from time to time be drawn up in French only or in both French and English. *Les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement mais sans préjudice à tous tels avis, actes ou documents qui pourraient à l'occasion être rédigés en français seulement ou à la fois en anglais et en français.*

[SIGNATURE PAGE FOLLOWS]

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

UBITY SOLUTIONS INC.

By:


Alain de Blois

UBITY COMMUNICATIONS INC.

By:

.....
Darren Goldstein

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

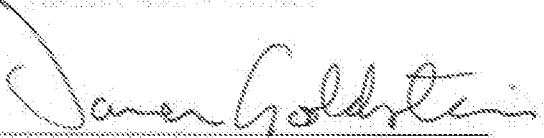
UBITY SOLUTIONS INC.

By:

Atain de Blois
Authorized Signatory


UBITY COMMUNICATIONS INC.

By:



Darren Goldstein
Authorized Signatory

SCHEDULE "A"
TRADEMARKS

CANADIAN REGISTERED TRADEMARKS:

<u>TRADE-MARK</u>	<u>SERIAL NO.</u>
Ubity	TMA1000765
	TMA1000766

US REGISTERED TRADEMARKS:

<u>TRADE-MARK</u>	<u>SERIAL NO.</u>
Ubity	86262483
	86262477