

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Net Insight Intellectual Property AB		08/01/2019	Corporation: SWEDEN
RECEIVING PARTY DATA			
Name:	VIZUALL INC.		
Also Known As:	SCHEDUALL		
Street Address:	1200 South Pine Island Rd., Suite 300		
City:	Plantation		
State/Country:	FLORIDA		
Postal Code:	33324		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75335736	SCHEDUALL	
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:	9543345400		
Email:	janet.miller@netinsight.net		
Correspondent Name:	Janet Miller		
Address Line 1:	1200 South Pine Island Rd.		
Address Line 2:	Suite 300		
Address Line 4:	Plantation, FLORIDA 33324		
NAME OF SUBMITTER:	Brian Nelson		
SIGNATURE:	//Brian Nelson//		
DATE SIGNED:	11/19/2019		
Total Attachments: 8			
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**Net Insight Intellectual Property AB
and
VizuAll, Inc.**

Intellectual Property Assignment Agreement

1 August 2019

Intellectual property assignment agreement

This intellectual property assignment agreement (the “**Agreement**”) is made on this day by and between:

- (1) **Net Insight Intellectual Property AB**, Reg. No. 556579-4418, Smidesvägen 7, 171 41 Solna, Sweden, (“**NIIP**”); and
- (2) **VizuAll Inc.**, Reg. No. 65-0214833, 1200 South Pine Island Road, Suite 300, Plantation, Florida, USA (“**VizuAll**”).

1 Background

- 1.1 NIIP owns all right, title and interest in and to the intellectual property as set forth in Schedule A attached hereto (the “**Transferred Assets**”), which is all the intellectual property held by NIIP that relate to the business and products marketed by VizuAll under the brand ScheduAll.
- 1.2 VizuAll is a US company with the core business of development, sales and services of the software ScheduAll.
- 1.3 NIIP received ownership of the Transferred Assets, as they were then constituted, as a result of the assignment of such assets from Q2 Labs AB on the 2 October 2015, and Q2 Labs AB received ownership of the Transferred Assets as a result an assignment from Net Insight AB on the same date. Net Insight AB received ownership of the Transferred Assets as a result of an assignment from VizuAll on the 2 October 2015.
- 1.4 Net Insight AB is the operative parent company of NIIP, Q2 Labs AB and VizuAll.
- 1.5 The purpose of this Agreement is to assign back the Transferred Assets from NIIP to VizuAll. After the assignment, VizuAll will be the holder of the Transferred Assets, including all enhancements and developments that have been made during the period under which NIIP has been the holder.
- 1.6 The parties have received an independent third party written valuation of the Transferred Assets, which established the fair value of the Transferred Assets.
- 1.7 Against this background, the Parties have entered into the Agreement.

2 Assignment

- 2.1 For good and valuable consideration, and in further consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledge, effective as of the date set forth below, NIIP hereby covenants, agrees, sells, conveys, assigns, transfers and delivers to VizuAll, which VizuAll hereby accepts, all of NIIP’s right, title, interest and benefit in and to the Transferred Assets.

The assignment includes a right for VizuAll to freely modify, adapt, develop or license and/or assign such Transferred Assets to a third party. For the avoidance of doubt, NIIP hereby confirms that after the assignment of the Transferred Assets, all intellectual property rights and other proprietary rights vested in the Transferred Assets are in their entirety owned by and in the possession of VizuAll without any restrictions. For the avoidance of doubt, the Transferred Assets do not include any third party licenses or ownership rights that may be included in the ScheduAll software.

- 2.2 VizuAll hereby undertakes, assumes and agrees to perform, pay and discharge when due all liabilities and obligations accruing and required to be performed on or after the date hereof with respect to the Transferred Assets.

3 Consideration and Payment

- 3.1 As full consideration for the assignment under this Agreement, VizuAll shall pay to NIIP a one-time payment in the amount of six million two hundred nineteen thousand (6 219 000) USD within thirty (30) days of the effective date of this Agreement to an account specified by NIIP.
- 3.2 All payments are expressed to be exclusive of tax.
- 3.3 Each party agrees that no tax liability arises for either party on the basis of the execution of this Agreement. Should any claim for tax liability arise against either party on the basis of this Agreement or the rights, licenses and releases hereunder, each party is exclusively liable for such claims.

4 Registrations and costs

- 4.1 Each party hereby agrees on demand to make, execute, acknowledge and deliver any and all further documents and instruments reasonably requested by the other party to evidence and/or in any manner to perfect the transfer and assignment from NIIP to VizuAll of the Transferred Assets contemplated hereby. VizuAll shall bear the cost for such registrations of the assignment.

5 Disclaimers and limitation of liability

- 5.1 The Transferred Assets are assigned by NIIP "as is" without warranty of any kind, express or implied, with respect to the rights transferred under this Agreement, including without limitation any implied warranties of merchantability or fitness for a particular purpose. VizuAll hereby fully, finally and irrevocably releases, acquits, relinquishes and discharges NIIP and its respective agents, distributors, resellers, customers, and other direct and indirect recipients of the Transferred Assets, from any and all causes of action, including without limitation claims or liability for infringement (direct, induced, indirect or contributory) of any of the Transferred Assets and that was conducted prior to or after the effective date.
- 5.2 Nothing contained in this Agreement shall constitute or be construed as:

- (i) a warranty or representation by NIIP as to the validity, enforceability or scope of any class or type of the Transferred Assets;
- (ii) a warranty or representation by NIIP that any manufacture, sale, lease, use or other disposition of Transferred Assets will be free from infringement of any patent rights or other intellectual property rights of any third person;
- (iii) an agreement by or obligation of NIIP to defend any action or suit brought by a third person that challenges the validity of any of the Transferred Assets;
- (iv) a requirement that NIIP maintains any registration for the Transferred Assets, provided that NIIP complies with its obligations in Section 4; or
- (v) an obligation of either party to furnish any technical or other information or know-how.

5.3 VisuAll undertakes, on behalf of itself and each of its affiliates, that it or its affiliates will not institute or prosecute, against NIIP or any of its affiliates, any action or other proceeding based on any causes of action, claims or liability released under Section 5.1 or 5.2 above. Further, each party, on behalf of itself and each of its affiliates, agrees that such party and each of such affiliates will not authorize or solicit the commencement or prosecution against the other party or any of its affiliates of any action or other legal proceeding based on any claims released by this Agreement.

5.4 NIIP's liability to VisuAll for a material breach of the terms of this Agreement shall be limited to cases where NIIP has breached the Agreement intentionally or with gross negligence.

6 Confidentiality

6.1 The parties hereby undertake to maintain in absolute confidence any Confidential Information (as defined below) disclosed by the other party in connection with this Agreement and not to disclose any Confidential Information thus received to any third parties.

6.2 For the purposes of this Agreement, "Confidential Information" means any and all information (whether in written or oral form), including the existence and content of this Agreement, save as provided under (a) – (c) below:

(a) information which is or becomes common knowledge otherwise than as a result of a breach of this Agreement;

(b) information which the disclosing party can show was in its possession before receiving such information from the other Party in connection with this Agreement; or

(c) information which a party has received or receives from a third party without any lawful restraints as to the disclosure thereof.

The obligations under this Agreement concerning Confidential Information do not prevent a Party from disclosing or releasing information if and to the extent the Party is obliged to disclose it under mandatory legislation, a judgment, order of a public authority or under an agreement with a stock exchange or other market place with which the Party must comply, or in order to safeguard its interests in a dispute under the provisions of this Agreement if a dispute arises.

7 Notices

7.1 All requests, notifications, demands or other notices under this Agreement must be in writing and in the English language and sent to the other party in the manner set forth in this section and to the address specified above (or to the address to which a party subsequently notifies to the other party, in writing in accordance with the provisions of this section). Such notices shall be deemed to have been received by the recipient if:

(a) delivered by courier, on the day of delivery;

(b) sent by registered letter, five (5) business days after posting if; or

(c) sent by e-mail, on the day of dispatch provided the sender does not receive any non-delivery notification.

8 Governing Law and Disputes

8.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden.

8.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

8.3 The seat of arbitration shall be Stockholm, Sweden.

8.4 The language to be used in the arbitral proceedings shall be English.

8.5 The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other party. This notwithstanding, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other party in connection with the dispute, or if the party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

8.6 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.

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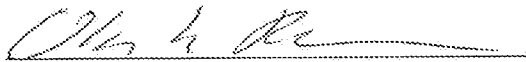
This Agreement has been prepared in two identical original copies of which each party has received one.

Solna, 1 August 2019

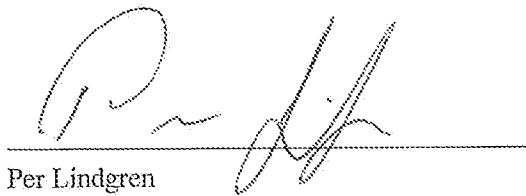
Net Insight Intellectual Property AB



Pelle Bourn




Ulrik Rohne



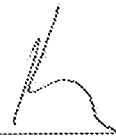
Per Lindgren

Plantation, 1 August 2019

VizuAll, Inc.



Henrik Sund



Pelle Bourn

Schedule A

Description of the Transferred Assets

SOFTWARE PRODUCTS AND RELATED DOCUMENTATION, INCLUDING ALL COPYRIGHTS:

The Transferred Assets covers any and all intellectual property and know how vested in the software developed or provided under the ScheduAll label and that has previously been held by Net Insight Intellectual Property AB. For the avoidance of doubt, the Transferred Assets do not include any third party licenses or ownership rights that may be included in the ScheduAll software.

ScheduALL software versions 4 and 5, and all developments and extensions thereof, including older versions and including object code, documentation, user guides, handbooks, training materials.

ScheduALL source code for v 5.12 registered with US copyright office, Reg. No. TX8-190-596 effective 31 July 2015

TRADEMARKS and TRADE NAMES:

VIZUALL, SCHEDUALL, SCHEDULINK, AVVA, WEAWE and the following registrations:

Trademark	Country	Logo	Application Date	Application No	Registration No	Registration Date	Expiry Date	Class
SCHEDULINK	US		App 23-OCT-2009	App 77855811	Reg 3844149	Reg 07-SEP-2010	08-sep-20	9
SCHEDULINK								
SCHEDUALL Cross References: SCHEDULE	US		App 04-AUG-1997	App 75335736	Reg 2185899	Reg 01-SEP-1998	01-sep-28	9
SCHEDUALL	Brazil		App 17-NOV-2017	App 913745502				42
SCHEDUALL	Brazil		App 17-NOV-2017	App 913745456	Reg 913745456	Reg 21-MAY-2019	Exp 21-MAY-2029	37

SCHEDUALL	Brazil		App 17- NOV-2017	App 913745391				9
SCHEDUALL	Sweden		App 17- MAY-2017	App 2017/03577	Reg 540945	Reg 31- JUL-2017	Exp 31- JUL- 2027	9, 37, 42
SCHEDUALL	Inter- national Register desig- nating Australia, China, EU, United Kingdom, USA.				Reg 1403985	Reg 17- NOV-2017	Exp 17- NOV- 2027	9, 37, 42

DOMAIN NAMES:

scheduall.co.uk

scheduall.net

scheduall.com

scheduallblog.com

scheduall.cloud

scheduall.online

schedulink.com

schedulink.net

vizuall.co.uk

vizuall.uk

vizuall.net

vizuall.com