

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brandimensions Inc.		05/04/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Brandprotect Inc.		
Street Address:	5090 Explorer Drive		
Internal Address:	Suite 203		
City:	Mississauga, Ontario		
State/Country:	CANADA		
Postal Code:	L4W4T9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3604880	ADVANCING THE SCIENCE OF DECISION-MAKING	
Registration Number:	4778775	BANKSMART	
Registration Number:	5392270	BEYOND THE PERIMETER	
Registration Number:	3243648	BRANDDIMENSIONS	
Serial Number:	87636918	BRANDPROTECT	
Registration Number:	5307105	BRANDSMART	
Serial Number:	86770198	SMART	
Registration Number:	5307104	THREATSMART	
CORRESPONDENCE DATA			
Fax Number:	2028243001		
<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:	2028243000		
Email:	bwptotm@bannerwitcoff.com, hsmith@bannerwitcoff.com		
Correspondent Name:	Banner & Witcoff, Ltd.		
Address Line 1:	1100 13th Street NW		
Address Line 2:	Suite 1200		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	008790.00063		

CH \$215.00 3604880

NAME OF SUBMITTER:	Heather Smith-Carra
SIGNATURE:	/Heather Smith-Carra/
DATE SIGNED:	10/06/2021
Total Attachments: 14 source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page1.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page2.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page3.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page4.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page5.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page6.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page7.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page8.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page9.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page10.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page11.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page12.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page13.tif source=Assignment Agreement - Branddimensions Inc to BrandProtect Inc#page14.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**"), dated as of May 4, 2018, is made by **BRANDDIMENSIONS INC.**, an Ontario corporation ("**Assignor**"), in favour of its subsidiary, **BRANDPROTECT INC.**, an Ontario corporation ("**Assignee**"), in anticipation of the purchase of all of the Assignee's shares by Ecrime Management Canada, ULC (the "**Transaction**") on or about the date hereof (the "**Closing Date**").

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to convey, transfer and assign to Assignee, and Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Intellectual Property (as defined below) that is included among the Assigned IP; and

WHEREAS, under the terms of this Agreement, Assignor has agreed to execute and deliver this Agreement, for registration with governmental authorities, including, but not limited to, the Canadian Intellectual Property Office ("**CIPO**"), as applicable.

NOW, THEREFORE, in consideration of the benefits expected to be accrued in the execution of the Transaction and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

"**Business**" shall mean the business of the Assignor and the Assignee as of the Closing Date and in the twenty-four month period preceding the Closing Date, including, without limitation, the provision of cyber threat intelligence and brand protection consulting services.

"**Intellectual Property**" means and includes all algorithms, application programming interfaces, apparatus, circuit designs and assemblies, databases and data collections, diagrams, formulae, gate arrays, Intellectual Property cores, ideas, creations, discoveries, inventions (whether or not patentable and whether or not reduced to practice), improvements, logos, marks (including brand names, product names, logos, and slogans), methods, network configurations and architectures, net lists, photomasks, processes, proprietary information, protocols, schematics, specifications, Trade Secrets, Software, subroutines, test results, test vectors, user interfaces, techniques, URLs, web sites, works of authorship, models, manuals, development tools, prototypes, technical, engineering, product and product development information, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing such as instruction manuals, laboratory notebooks, prototypes, samples, studies, and summaries).

"**Intellectual Property Rights**" shall mean and include all rights, title and interest of the following types, together with all of the goodwill of the Assignor associated with such Intellectual Property, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights; (c) Trade Secret rights; (d) patents and industrial property rights; (e) rights with respect to databases, including registrations thereof and applications therefor, (f) publicity and privacy rights, including all rights

with respect to use of a person's name, signature, likeness, image, photograph, voice, identity, personality, and biographical and personal information and materials; (g) other proprietary rights in Intellectual Property of every kind and nature; and (h) all registrations, renewals, extensions, continuations, divisions, or reissues of, and applications for, any of the rights referred to in clauses (a) through (g) above. Without limiting the foregoing, this includes rights to derivatives, improvements, modifications, enhancements, revisions, and releases to any of the foregoing, claims and causes of action arising out of or related to infringement, misappropriation or violation of any of the foregoing and other proprietary or intellectual property rights now known or hereafter recognized in any jurisdiction.

"IP Assignment" is the conveyance, transfer and assignment of the Intellectual Property Rights under this Agreement.

"IT Systems" means all computer systems, servers, network equipment and other computer hardware owned, leased or licensed by the Assignor and/or any of its Subsidiaries.

"Software" means any and all (a) computer programs, firmware, software (whether in source code, object code or other form), models, algorithms, methodologies and implementations thereof, together with all translations, adaptations, modifications, derivations, enhancements, combination and derivative works thereof used or intended to be used by Assignor or any Subsidiary, (b) development tools, descriptions and flow charts, (c) data, metadata, databases and compilations of data, whether machine readable or otherwise and (d) programmers' annotations, notes, documentation, product user manuals, training materials and other work product used to design, plan, organize, maintain, support or develop any of the foregoing, irrespective of the media on which it is recorded.

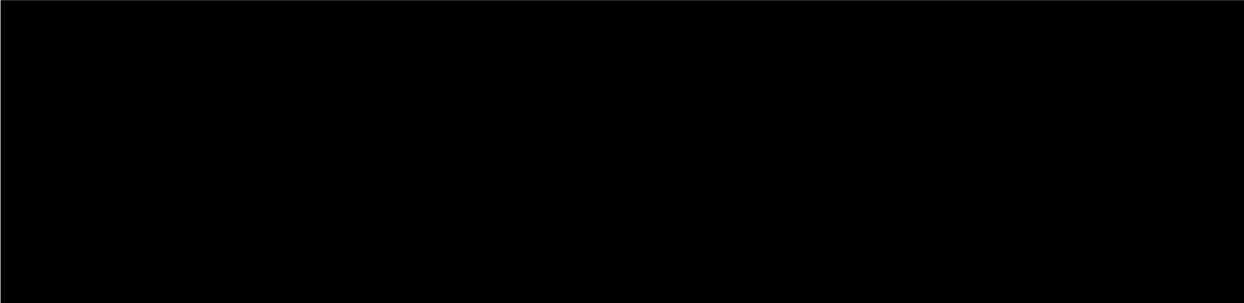
"Subsidiary" means any entity the securities or other ownership interests of which having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are directly or indirectly owned by the Assignor.

"Trade Secrets" means confidential and proprietary information, whether oral or written, and whether or not patentable or reduced to practice, including ideas, designs, concepts, compositions, compilations of information, methods, methodologies, techniques, procedures, processes and other know-how, whether or not patentable, of any nature in any form, including all writings, memoranda, copies, reports, papers, surveys, analyses, drawings, letters, computer printouts, computer programs, computer applications, tools, specifications, business methods, business processes, business techniques, business plans, data (including customer data and technical data), graphs, charts, sound recordings and pictorial reproductions.

2. Assignment

Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignors' Intellectual Property Rights in and to the all the Intellectual Property in relation to the Business or otherwise held by Assignor (the **"Assigned IP"**) free from any encumbrance, except as disclosed under the Purchase Agreement, including and not limited to the following:

- (a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all issuances, extensions and renewals thereof (the **"Trademarks"**);

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- (e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (f) 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
 - (g) 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Exception to IP Assignment

For the purposes of this Agreement, the Intellectual Property shall not include the following domains and URLs “www.brandimension.com” and “www.brandimension.net” and any associated content at such domains, provided however, the Assignor grants herein to the Assignee an exclusive, transferable, perpetual and fully paid up license to all the content in relation to the Business set out under these domains respectively.

4. Moral Rights.

Assignor hereby confirms that Assignor has for good and valuable consideration waived any moral rights, including but not limited to rights of attribution, integrity, and disclosure, arising from all or any part of the copyrights which are part of the Assigned IP together with all claims for damages and other remedies asserted on the basis of moral rights.

5. Registration and Further Actions

Assignor authorizes the Patent Office, the Office of the Registrar of Trade-Marks, the Copyright Office, CIPO and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take all such steps and actions which Assignee, its successors and/or assigns may reasonably request following the date hereof, including the execution of any documents, files, registrations, affidavits, testimonies, declarations, oaths, samples, exhibits, specimens or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or its assignees or successors thereto. Subject to any limitations set out in this Agreement, Assignor shall promptly execute all documents, papers, forms, and authorizations and take all other actions that may be requested by Assignee that are necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Intellectual Property.

6. Representations and Warranties.

Each party represents and warrants that (i) this Agreement is a legal, valid and binding obligation of the representing and warranting party, (ii) the party has full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Agreement. This Assignment in no way defeats, limits, alters, impairs, enhances or enlarges any right, obligation, limitation, claim or remedy under the Purchase Agreement, including any rights the parties hereto may have under the representations, warranties, limitations on remedies and liabilities, and indemnities set forth therein. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

7. Successors and Assigns

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law

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

9. Counterparts

This Agreement 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 Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures and schedules to follow]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the date first above written.

BRANDDIMENSIONS INC

By: 

Name: Roberto Drassinower

Title: President

AGREED TO AND ACCEPTED:

BRANDPROTECT INC.

By: 

Name: Roberto Drassinower

Title: President

Signature Page to IP Assignment Agreement

TRADEMARK

REEL: 007444 FRAME: 0850

SCHEDULE 1

ASSIGNED TRADE MARK REGISTRATIONS AND TRADE MARK APPLICATIONS

1. Canada

Mark	Serial No	Status	Current Registrant	Next Due Date
ADVANCING THE SCIENCE OF DECISION MAKING	TMA712243	Registered	Brandimensions Inc	April 17 2023 - Renewal
BANKSMART	TMA966075	Registered	Brandimensions Inc	March 17 2032 - Renewal
BDPROTECT	TMA762134	Registered	Brandimensions Inc	March 22 2025 - Renewal
BEYOND THE PERIMETER	TMA966062	Registered	Brandimensions Inc	March 17 2032 - Renewal
BRANDIMENSIONS	TMA648598	Registered	Brandimensions Inc	Sept 20 2020 - Renewal
BRANDPROTECT	TMA761077	Registered	Brandimensions Inc	March 8 2025 - Renewal
BRANDPROTECT	TMA908101	Registered	Brandimensions Inc	July 9 2030 - Renewal
BRANDSMART	TMA966060	Registered	Brandimensions Inc	March 17 2032 - Renewal
CONSUMER VOICE AWARDS	TMA751941	Registered	Brandimensions Inc	Nov 3 2024 - Renewal
COUNTERPHISH	TMA733569	Registered	Brandimensions Inc	January 29 2024 - Renewal
INTERNET911	TMA796734	Registered	BrandProtect Inc	May 5 2026 - Renewal
SEVEN TWENTYFOUR	TMA635085	Abandoned	BDProtect Inc	
SMART	TMA966063	Registered	Brandimensions Inc	March 17 2032 - Renewal
STRIKEPHISH	TMA751128	Registered	Brandimensions Inc	Oct 26 2024 - Renewal
THREATSMART	TMA966064	Registered	Brandimensions Inc	March 17 2032 - Renewal

2. United States

Mark	Serial No	Status	Current registrant	Next Due Date
ADVANCING THE SCIENCE OF DECISION MAKING	3604880	Abandoned	Brandimensions Inc	
BANKSMART	4778775	Registered	Brandimensions Inc	July 21, 2021 - Declaration of Use

BEYOND THE PERIMETER	5392270	Registered	Brandimensions Inc	January 30, 2024 – Declaration of Use
BRANDIMENSIONS	3243648	Abandoned	Brandimensions Inc	
BRANDPROTECT	87636918	Published for Opposition	Brandimensions Inc	Waiting to see if oppositions filed
BRANDSMART	5307105	Registered	Brandimensions Inc	October 10, 2023 – Declaration of Use
SMART	86770198	Abandoned	Brandimensions Inc	
THREATSMART	5307105	Registered	Brandimensions Inc	October 10, 2023 – Declaration of Use

