

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnet Forensics Inc.		11/25/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Magnet Forensics Investco Inc.		
Street Address:	2220 University Avenue E., Suite 300		
City:	Waterloo, ON		
State/Country:	CANADA		
Postal Code:	N2K 0A8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5538063	AXIOM	
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:	2026638918		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	1200 Seventeenth Street, NW		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	033056-0502633		
DOMESTIC REPRESENTATIVE			
Name:	Patrick J. Jennings		
Address Line 1:	1200 Seventeenth Street, NW		
Address Line 2:	Pillsbury Winthrop Shaw Pittman, LLP		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Patrick J. Jennings		
SIGNATURE:	/Pat Jennings/		
DATE SIGNED:	01/11/2021		

CH \$40.00 5538063

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS **INTELLECTUAL PROPERTY ASSIGNMENT** (this “**Assignment**”) is made on November 25, 2020 (the “**Effective Date**”) between **MAGNET FORENSICS INC.**, a corporation under the laws of the Province of Ontario (the “**Assignor**”) and **MAGNET FORENSICS INVESTCO INC.**, a corporation under the laws of Ontario (the “**Assignee**”).

RECITALS:

- A. The Assignor and the Assignee are party to a Technology Transfer Agreement dated the Effective Date, pursuant to which the Assignee agrees to purchase and does purchase from the Assignor certain intellectual property rights, all in accordance with and subject to the terms set forth therein (the “**IP Purchase Agreement**”); and
- B. The Assignor and the Assignee wish to execute this Assignment pursuant to Section 4.1 of the Technology Transfer Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

1. Assignment. The Assignor hereby absolutely and irrevocably sells, assigns, transfers, conveys and delivers to the Purchaser the following (the “**Transferred IP**”):

- (1) the patents and patent applications set forth in Attachment A hereto;
- (2) the registered trade-marks and trade-mark applications set forth in Attachment A hereto, including all goodwill associated therewith;
- (3) the registered copyrights and copyright applications set forth in Attachment A hereto;
- (4) the registered industrial designs and industrial design applications set forth in Attachment A hereto;
- (5) any and all rights to sue and recover damages for past, present and future infringements, misappropriations and other violations of any of the foregoing; and
- (6) any and all rights to collect income and royalties from any of the foregoing.

2. Recordation. The Assignor authorizes and requests that the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office and any other governmental authority in any jurisdiction throughout the world record this Assignment.

3. Relationship to IP Purchase Agreement. This Assignment has been entered into in conjunction with the provisions of the IP Purchase Agreement. The parties acknowledge and confirm that the rights and remedies of the parties with respect to the Transferred IP are more fully set forth in the IP Purchase Agreement, the terms of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the IP Purchase Agreement, the provisions of the IP Purchase Agreement will control.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in such Province and this Agreement shall be treated, in all respects, as an Ontario contract.

5. Successors and Assigns. This Assignment shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Assignment, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile, email in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Assignment to the receiving party.

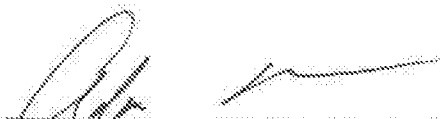
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IN WITNESS WHEREOF the parties have executed this Assignment as of the date first above written.

MAGNET FORENSICS INC.

Per: 
Name: Adam Belsher
Title: Chief Executive Officer

MAGNET FORENSICS INVESTCO INC.

Per: 
Name: Adam Belsher
Title: Chief Executive Officer

[Signature Page to the Assignment Agreement]

ATTACHMENT A

Registered Intellectual Property

Axiom Patents:

DESIGN PATENTS			
TITLE	STATUS	FILING NO.	COUNTRY
GRAPHICAL USER INTERFACE – Design Patent	Registered	823860	United States
GRAPHICAL USER INTERFACE -Continuation Application	In progress	29/657491	United States
BUSINESS SYSTEMS AND METHODS PATENTS			
TITLE	STATUS	FILING NO.	COUNTRY
SYSTEMS AND METHODS FOR LOCATING APPLICATION-SPECIFIC DATA	Registered	9177011	United States
SYSTEMS AND METHODS FOR CONDUCTING COMPUTER FORENSICS – continuation	In progress	14/928013	United States
	In progress	2798824	Canada
	Registered	2618276	EU
	Registered	2618276	Germany
	Registered	2618276	France
	Registered	2618276	United Kingdom
	Registered	2618276	Ireland
	Registered	2618276	Netherlands
	Registered	2618276	Sweden

TITLE	STATUS	FILING NO.	COUNTRY
SYSTEMS AND METHODS FOR LOCATING AND RECOVERING KEY POPULATIONS OF DESIRED DATA	Registered	10437862	United States
SYSTEMS AND METHODS FOR LOCATING AND RECOVERING KEY POPULATIONS OF DESIRED DATA - continuation	In progress	16/552175	United States
TITLE	STATUS	FILING NO.	COUNTRY
SYSTEMS AND METHODS FOR LOCATING APPLICATION-SPECIFIC DATA ON A REMOTE ENDPOINT COMPUTER	Registered	10104019	United States
SYSTEMS AND METHODS FOR LOCATING APPLICATION-SPECIFIC DATA ON A REMOTE ENDPOINT COMPUTER – continuation	Registered	10715466	United States
TITLE	STATUS	FILING NO.	COUNTRY
SYSTEMS AND METHODS FOR GRAPHICAL EXPLORATION OF FORENSIC DATA	Registered	10565221	United States
SYSTEMS AND METHODS FOR GRAPHICAL	Registered	10740409	United States

EXPLORATION OF FORENSIC DATA – continuation in part			
		18194686.4	EU PCT
		3023877	Canada PCT
TITLE	STATUS	FILING NO.	COUNTRY
METHODS, SYSTEMS, AND DEVICES FOR IDENTIFYING AN APPLICATION TYPE OF UNKNOWN DATA	In progress	14/498325	United States
		14848057.7	EU PCT
		2925426	Canada PCT
		2014328401	Australia PCT
TITLE	STATUS	FILING NO.	COUNTRY
SYSTEMS AND METHODS FOR COLLECTING DIGITAL FORENSIC EVIDENCE	In progress	15/487168	United States
		17781685.7	EU PCT
		3020482	Canada PCT
TITLE	STATUS	FILING NO.	COUNTRY
SYSTEMS AND METHODS FOR DISPLAYING DIGITAL FORENSIC EVIDENCE	In progress	15/456649	United States
		17762388.1	EU PCT
		3020405	Canada PCT

TITLE	STATUS	FILING NO.	COUNTRY
SYSTEM AND METHOD FOR TARGETED ENDPOINT DATA ACQUISITION	In progress	17/038,069	United States
		20020443.6	EU
		3094874	Canada

Axiom Trade-marks:

Mark	Country	Status	Application No.	Registration No.	First Use
AXIOM	Canada	Registered	N/A	TMA993077	N/A
AXIOM	United Kingdom	In progress	3445151	N/A	N/A
AXIOM	United States	Registered	N/A	5538063	N/A
AXIOM	European Union	Registered	N/A	018154672	N/A
AXIOM	European Union	Registered	N/A	015309081	N/A
AXIOM	Australia	Registered	N/A	1765615	N/A
CONNECTIONS	N/A	Non-registered	2017	2017	2017
AXIOM CYBER	N/A	Non-registered	2019	2019	2019
AXIOM EXAMINE	N/A	Non-registered	2016	2016	2016
AXIOM PROCESS	N/A	Non-registered	2016	2016	2016

Registered Copyrights and Registered Copyright Applications

None

Registered Industrial Designs and Industrial Design Applications

None