



12-28-2000

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File No.: G120 0014

To the Honourable Commissioner of
thereof.

101564082

attached original documents or copy

1. Name of conveying parties: Dennis Joseph DENEN and Fitch Inc. <i>DKS</i> <i>12.19.00</i> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Multiplex Raceway Systems, Inc. Street Address: Suite 5701 - 701 Fifth Avenue City: Seattle State: Washington Country: U.S.A. Postal Code: 98104 Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: January 11, 1999			

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: n/a

A. Patent Application No.(s)

09/206,819 filed 7 December, 1998

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: OYEN WIGGS GREEN & MUTALA Address: Suite 480 - The Station 601 West Cordova Street Vancouver, British Columbia CANADA V6B 1G1 Tel.: (604) 669-3432 Fax: (604) 681-4081		6. Total no. of applications and patents involved: [^C] 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account Number: (Attach copy of this page if paying by deposit account)	
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DO NOT USE THIS SPACE

9. Statement and Signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. <u>Bruce M. Green</u> <i>Bruce M. Green</i> Name of Person Signing Signature Total Number of pages including cover sheet, attachments, and document: [^C] 13 December, 2000 Date	
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ASSIGNMENT

WHEREAS the undersigned, Dennis Joseph Denen, of 1167 Oak Bluff Court, Westerville, Ohio 43081 U.S.A. is a co-inventor of certain inventions or improvements described and claimed in the application for United States Letters Patent filed December 7, 1998 under serial no. and entitled:

FIBER OPTIC MULTIPLE ACCESS SYSTEM

AND WHEREAS the undersigned, Fitch Inc., (Dennis Joseph Denen and Fitch Inc. hereinafter called collectively the "Assignors"), of 10350 Olentang River Road, Worthington, Ohio 43085 U.S.A. was at all relevant times the employer of Dennis Joseph Denen;

AND WHEREAS, MULTIPLEX RACEWAY SYSTEMS, INC., a Washington corporation, (hereinafter called the "Assignee") whose full post office address is c/o Suite 5701 - 701 Fifth Avenue, Seattle, Washington 98104 U.S.A. is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements, and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries and all intellectual property related thereto, including copyright, designs, confidential information and trade secrets;

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors, do hereby sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said application, and any and all continuations, divisions, renewals of or substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent and all intellectual property related thereto, including copyright, designs, confidential information and trade secrets; and the Assignors assign to and authorize the Assignee to file in its name applications for Letters Patent for said inventions or improvements in all countries, the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this assignment, sale and transfer not been made;

AND the Assignors hereby covenant that the Assignors have full right to convey the entire interest herein assigned, and that the Assignors have not executed and will not execute any agreement in conflict herewith, and the Assignors further covenant and agree that the Assignors will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and the Assignors agree to communicate to the Assignee, or its nominees,

all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND the Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

EXECUTED at Worthington, Ohio this 11 day of January, 1999.

Fitch Inc.

James S. Couch
By: JAMES S. COUCH
Title: Senior Vice President

Dennis Joseph Denen
Dennis Joseph Denen

NOTARIAL CERTIFICATE

On this 11 day of January 1999, before me, personally appeared Dennis Joseph Denen, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.

Karen Kelly Larson
Notary Public
KAREN KELLY LARSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 29, 2003

NOTARIAL CERTIFICATE

On this 11 day of January 1999, before me, personally appeared James S. Couch, known to me to be the individual who executed the foregoing instrument on behalf of Fitch Inc. and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.

Karen Kelly Larson
Notary Public
KAREN KELLY LARSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 29, 2003