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To the Honorable Commissione

103398430

attached original documents or copy thereof.

1. Name of conveying party(ies):

Ryan L. Pape

Additional name of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: XPEL Technologies Corp., a Texas Corporation

Internal Address:

Street Address: 13750 San Pedro Avenue, Suite 530

City: San Antonio State: Texas Zip: 78232

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 12, 2007

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: April 12, 2007

A. Patent Application No. (s)

B. Patent No. (s)

04/20/2007 DBYRNE 00000092 11786635

01 FC:8021

40.00 DP

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Charles Kulkarni, Jackson Walker L.L.P.

Internal Address:

Street Address: 112 E. Pecan Street,

Suite 2400

City: San Antonio State: Texas Zip: 78205

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

10-0096

(Attach duplicate copy of this page if paying by deposit account)

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.

Charles Kulkarni

Name of Person Signing

Charles Kulkarni
Signature

April 12, 2007

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

WHEREAS, an application for a United States Patent has been prepared for the invention titled CUTTING PATTERN MANIPULATION AND METHODS (the "Invention"), for which I have executed an application for a patent filed with the United States Patent and Trademark Office of even date herewith;

WHEREAS, Ryan L. Pape, a U.S. citizen, residing at 214 Greenwich Blvd., San Antonio, Texas 78209 (an "ASSIGNOR") is an inventor of the Invention;

WHEREAS, the ASSIGNOR has agreed to assign his rights in the Invention, including without limitation, said patent application to XPEL Technologies Corp. ("ASSIGNEE"), a Texas corporation, doing business at 13750 San Pedro Avenue, Suite 530, San Antonio, Texas 78232.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each ASSIGNOR, the parties hereto, intending legally to be bound, agree as follows:

Each ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, said ASSIGNORS' entire right, title and interest in, to and under the Invention, including, without limitation, (i) all United States and foreign rights therein, whether patentable or not, and in and to aforesaid patents, patent applications and any divisions or continuations thereof, and any patents or similar registrations obtained for the Invention in the United States and any foreign countries, or issuing out of said applications or any such division or continuation thereof, and any reissues or extensions of any such patents and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Invention and (iii) all disclosures of ideas, whether or not patentable, embodied in the Invention.

Each ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Each ASSIGNOR hereby covenants that (i) he believes himself to be the original and first inventor of the subject matter of the Invention; (ii) he has the full right to convey his entire right, title and interest in the Invention, and (iii) he has not executed and will not execute any agreement in conflict herewith.

Each ASSIGNOR further covenants that he will, at any time, upon ASSIGNEE'S request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in the Invention, or any Letters Patent that may be granted therefore, in the ASSIGNEE, its successors and assigns, and if ASSIGNEE, or its assignee, desires to make a substitute, divisional or continuation application for said Invention, or to secure a reissue or extension of said Letters Patent, to file a disclaimer relating thereto, or an application for a corresponding patent in any foreign country, or undertake any other act to secure and protect the ASSIGNEE'S rights in the Invention, that he will upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes, but at the expense of the ASSIGNEE.


Each ASSIGNOR will, upon the written request of ASSIGNEE, its successors or assigns, execute all documents, prepared at the expense of ASSIGNEE, its successors or assigns, necessary or practicable in order to perfect ASSIGNEE's foreign and domestic title to any and all rights in the Invention conveyed hereunder, including, but not limited to, recordal of this Assignment to reflect ASSIGNEE's ownership of therein. Each ASSIGNOR agrees not take any action to challenge or erode the rights in the Invention assigned to ASSIGNEE hereunder. Each ASSIGNOR agrees not to do or omit to do any act, matter or thing whereby the rights or the assignability of the rights in the Invention may be prejudicially affected. In the event that the validity or effect of the rights in the Invention is challenged on any point on which an ASSIGNOR has or can procure information or advice which may assist in meeting, defeating or reducing the effect of such challenge, each ASSIGNOR agrees and undertakes to supply, or procure the supply of, such information or advice without unreasonable delay, but subject to the right to charge the ASSIGNEE out-of-pocket expenses properly and reasonably incurred by said ASSIGNOR in so doing. Each ASSIGNOR further covenants that he will at all times communicate to the ASSIGNEE, its successors, assigns or legal representatives, all facts relating to said Invention, or the history thereof, known to him, and testify as the same in interferences, other administrative proceedings or litigation, when requested so to do.

Each ASSIGNOR hereby acknowledges that the entire beneficial interest in the Invention and to which the above application relates is irrevocably vested in the ASSIGNEE including the right to make the application for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claims, and of any divisional application resulting therefrom.

Each ASSIGNOR further covenants that he will at all times communicate to the ASSIGNEE, its successors, assigns or legal representatives, all facts relating to said Invention and Letters Patent, or the history thereof, known to him, and testify as the same in interferences or other litigation, when requested so to do.

The validity, interpretation and performance of this Assignment, and any dispute connected herewith, shall be governed by and construed according to the laws of the State of Texas, United States of America, without regard to principles of conflicts of law.

Executed and delivered as follows:

Inventor: 
Ryan L. Pape

Date: 4/12/2007

State of Texas)
County of _____)

Personally appeared before me this ____ day of April, 2007, Ryan L. Pape, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

(SEAL)

My Commission expires _____

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RECORDED: 04/13/2007

PATENT
REEL: 019207 FRAME: 0559