

09-24-2010



U.S. DEPARTMENT OF COMMERCE Inited States Patent and Trademark Office

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)
Flance	Name: Elator Inc.
Elator Enterprises Inc.	Internal Address:
Additional name(s) of conveying party(ies) attached? Yes X No	Air control of the co
3. Nature of conveyance/Execution Date(s):	Street Address: 1287 Boundary Road
Execution Date(s) July 1, 2010	
X Assignment Merger	
Security Agreement Change of Name	City: Oshawa
Joint Research Agreement	State: Ontario
Government Interest Assignment	Country: Canada Zin: 111677
Executive Order 9424, Confirmatory License	Country: Canada Zip: L1J 6Z7
Other	Additional name(s) & address(es) attached? Yes X No
4. Application or patent number(s): This document is being filed together with a new application.	
A. Patent Application No.(s)	B. Patent No.(s)
	6.405.047
	6,405,847
Additional numbers att	I ached? ☐ Yes ズ No
5. Name and address to whom correspondence	6. Total number of applications and patents
concerning document should be mailed:	involved:_1
Name: Bereskin & Parr LLP	7. Total fee (37 CFR 1.21(h) & 3.41) \$_40.00
Internal Address:	
	X Authorized to be charged to deposit account
Street Address: 40 King Street West, Suite 4000	Enclosed
	None required (government interest not affecting title)
City: Toronto	8. Payment Information
State: Ontario Zip: M5H3Y2	
Phone Number: (416) 364-7311	
Fax Number: <u>(416) 361-1398</u>	Deposit Account Number <u>02-2095</u>
Email Address: rparr@bereskinparr.com	Authorized User Name Richard J. Parr
9. Signature:	Pm 590 21, 2010
Signature	Date
Richard J. Parr, Regn. No. 22,836 Name of Person Signing	Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) and other considerations, the receipt of all of which we hereby acknowledge, we, Elator Enterprises Inc., ("Seller") whose address is 240 Rolson Street, Oshawa, Ontario L1G 7Y9, confirm that we have sold and assigned and we do hereby sell and assign to Elator Inc. formerly 2234505 Ontario Inc. ("Buyer"), whose address is 1287 Boundary Road, Oshawa, Ontario L1J 6Z7, all our right, title and interest for all countries in and to the patents and patent applications identified in Schedule A hereto, and in and to the inventions disclosed therein, and in and to any divisions, continuations, continuations-in-part and divisions of such patents and patent applications, and in and to any further applications that may be filed for said inventions or any improvement thereof, and in and to any patents that may be granted from any of said applications or said inventions or improvements thereof and in and to any reissues and re-examinations thereof.

This assignment further includes all rights, damages and other remedies which the Seller may own in respect of any infringement of the patents assigned hereby, including without limitation the right to institute legal action against any person who has committed such an infringement and to obtain all of the remedies available in infringement actions.

This assignment further includes the right to invoke and claim for any application to which the Buyer has obtained the rights hereunder, the right to claim any and all rights of priority provided by any international invention relating to the protection of intellectual property. No further written or oral authorization, shall be needed for Buyer to claim any such priority rights.

Seller warrants that to the best of its knowledge it owns all intellectual property which is the subject matter of this assignment and has the right to assign such subject matter to Buyer, and that this assignment will not breach any written or oral agreement between Seller and any third party.

Seller further warrants that to the best of its knowledge, Buyer will have the right to use and exploit the intellectual property assigned hereunder without violating any intellectual property rights of a third party. To the best of Seller's knowledge, no claim of infringement has been threatened by or received from any third party in respect of the use and exploitation of the intellectual property assigned hereunder.

Seller agrees that it will, upon request by Buyer, without further consideration but at the expense of Buyer, do all such things and sign all such documents as Buyer may reasonably request in order to record this assignment in any government office in any country and to enable Buyer to prove, record and

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PATENT REEL: 025026 FRAME: 0947 enforce its title to all property assigned hereunder, for the benefit of itself, and its assigns (to whom Buyer may assign any or all rights assigned to it under this assignment without notice), and further for the benefit of its legal representatives or nominees.

Executed at Oshawa, Ontario, this 8th day of July, 2010.

U VV

Elater Enterprises Inc.

By:

Michael Alcott

Accepted by Buyer and executed at Oshawa, Ontario, this 2th day of July, 2010.

Elator Inc. formerly 2234505 Ontario inc.

By:

John McIntyre, Treasure

PATENT

REEL: 025026 FRAME: 0948

SCHEDULE A

- 1. U.S. Patent No. 6,405,847, for "DEFLECTOR ASSEMBLY FOR AN ESCALATOR, WALKWAY, OR CONVEYOR".
- 2. European Patent No. EP1170244, for "DEFLECTOR ASSEMBLY FOR AN ESCALATOR, WALKWAY, OR CONVEYOR".
- 3. Canadian Patent Application No. 2,347,522, filed May 14, 2001, for "DEFLECTOR ASSEMBLY FOR AN ESCALATOR, WALKWAY, OR CONVEYOR".

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PATENT REEL: 025026 FRAME: 0949

RECORDED: 09/22/2010