

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
J&T Bank and Trust Inc. as Trustee of The Random Products Trust	11/04/2011

RECEIVING PARTY DATA

Name:	Konni Holdings Inc.
Street Address:	TMF Place, P.O Box 964, Road Town
City:	Tortola
State/Country:	BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	D451053
Patent Number:	D475323
Patent Number:	D495628
Patent Number:	D445385
Patent Number:	D449799
Patent Number:	D458880
Patent Number:	D454295
Patent Number:	D475324

CORRESPONDENCE DATA

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OP \$320.00 D451053

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PATENT  
REEL: 027196 FRAME: 0889

ATTORNEY DOCKET NUMBER:	117-FILES
NAME OF SUBMITTER:	Melanie Budarick
<p><b>Total Attachments: 9</b></p> <p>source=Assignment - Signed with Appendix#page1.tif source=Assignment - Signed with Appendix#page2.tif source=Assignment - Signed with Appendix#page3.tif source=Assignment - Signed with Appendix#page4.tif source=Assignment - Signed with Appendix#page5.tif source=Assignment - Signed with Appendix#page6.tif source=Assignment - Signed with Appendix#page7.tif source=Assignment - Signed with Appendix#page8.tif source=Assignment - Signed with Appendix#page9.tif</p>	

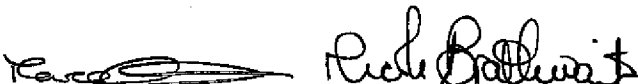
**ASSIGNMENT OF ALL INTEREST IN AN INVENTION  
BEFORE THE ISSUE OF A PATENT**

We, **J&T Bank and Trust Inc.** as Trustee of **The Random Products Trust** (the "Trust"), whose full post office address is **Lauriston House, Lower Collymore Rock, St. Michael, Barbados, West Indies** respectively, had signed an Intellectual Property Transfer Agreement (the "Agreement") dated 02 April 2009 whereby the Trust sold, assigned, set over and transferred all of its worldwide right, title and interest in and to the Property and Intellectual Property to **Konni Holdings Inc. ("Konni")**, whose full post office address is **TMF Place, P.O Box 964, Road Town, Tortola, British Virgin Islands** (a copy of the Agreement is hereto annexed and marked as Appendix A).

It is noted that while the Agreement had been executed, legal title had not been transferred and the Trust is now desirous of registering the Canadian and United States Intellectual Property as referred to in Appendix B in the name of Konni Holdings Inc.

For such invention and to all our corresponding right, title and interest in and to any and all patents, reissues or extensions thereof to be obtained in any country upon said invention or inventions, and any divisional, continuation, substitute application(s) or supplementary disclosure(s) which may be filed upon said invention or inventions, in any country patent which may issue therefor.

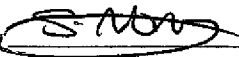
Signed at Bridgetown, Barbados this 4<sup>th</sup> day of NOV, 2011.



Duly authorized signatories  
J&T Bank and Trust Inc. as Trustee of  
**The Random Products Trust**

MARCEUE CORREIA NICOLE BEATHWAITO  
(Print Name)

MANAGER-TRUST SERVICES MANAGER-CLIENT ACCOUNTING  
Title SERVICES

  
Witness Signature

SHARON MORVILLE  
Witness Name

## Appendix B

United States Intellectual Property

<b>Title</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>
COMBINED WALKER AND WHEELCHAIR	29/126,235	Jul 10, 2000	D451,053	Nov 27, 2001
WALKER	29/163,648	Jul 11, 2002	D475,323	Jun 3, 2003
WALKER	29/176,035	Feb 19, 2003	D495,628	Sep 7, 2004
BRAKE HANDLE	29/126,238	Jul 10, 2000	D445,385	Jul 24, 2001
CROSS BAR	29/126,240	Jul 10, 2000	D449,799	Oct 30, 2001
FRONT JOINT	29/126,239	Jul 10, 2000	D458,880	Jun 18, 2002
T-CONNECTOR	29/126,236	Jul 10, 2000	D454,295	Mar 12, 2002
REAR FORK	29/126,237	Jul 10, 2000	D475,324	Jun 3, 2003

**INTELLECTUAL PROPERTY  
TRANSFER AGREEMENT**

**THIS AGREEMENT** made as of the 2<sup>nd</sup> day of April, 2009.

**BETWEEN:**

**BAYSHORE BANK & TRUST (BARBADOS) CORPORATION**, as  
Trustee of the **RANDOM PRODUCTS TRUST**, a trust governed by the  
laws of Barbados

(hereinafter called the "Vendor")

OF THE FIRST PART,

- and -

**KONNI HOLDINGS INC.**

a corporation incorporated under the laws of the British Virgin Islands,

(hereinafter referred to as the "Purchaser"),

OF THE SECOND PART.

**WHEREAS** the Vendor is the owner of certain intellectual property more particularly  
described in Schedule "A" hereto (hereinafter referred to as the "Property");

**AND WHEREAS** the Vendor has agreed to sell and the Purchaser has agreed to  
purchase the Property at the fair market value thereof on the date hereof upon the terms  
and conditions herein contained;

**AND WHEREAS** the Vendor is of the opinion that it is a non-resident of Canada, as  
such term is defined in the *Income Tax Act* (Canada) (hereinafter called the "Act"), in the  
event that it is later determined that the Vendor is a resident of Canada within the  
meaning of the Act, then the Vendor and the Purchaser jointly agree that the provisions of  
subsection 85(1) of the Act shall be applicable in respect of the transaction herein  
provided for and further agree to jointly file an election under subsection 85(1) of the  
Act at such point in time;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of  
the mutual covenants and promises of the parties herein contained, the parties hereto  
agree as follows:

1. Subject to the terms and conditions hereof, the Vendor hereby sells, assigns, sets over and transfers to the Purchaser and the Purchaser hereby purchases from the Vendor as of the date hereof, all the Vendor's worldwide right title and interest in and to the Property and the Intellectual Property in the Property and any improvements thereto, including but not limited to all provisional and utility patent applications and all original, divisional, continuation, continuation-in-part, substitute or reissue applications and patents applied for or granted therefore worldwide, including without limitation all applications and patents for the Property and the Intellectual Property in the Property claiming priority or benefit of all provisional and utility patent applications pursuant to any law or treaty, and including all claims for damages by reason of past infringement with the right to sue for and collect the same for the Purchaser's own use and the use of its successors, assigns and legal representatives, and including the right to claim such priority or benefit, and all worldwide Patent Offices are hereby authorized and requested to issue all patents resulting from the Property and the Intellectual Property in the Property or improvements thereto to the Purchaser as assignee of the entire interest therein; and the Vendor, for it and its legal representatives heirs and assigns do hereby agree and covenant without further remuneration, to execute and deliver all original, provisional, divisional, continuation, reissue and other applications for patent on the Property and the Intellectual Property in the Property and improvements thereof, and all assignments thereof, to the Purchaser or its assigns, to communicate to the Purchaser or its representatives all facts known to the Vendor respecting the Property and the Intellectual Property in the Property and improvements thereof, whenever requested, to testify in any interferences or other legal proceedings in which any of said applications, patents, Property or Intellectual Property in the Property may become involved, to sign all lawful papers, make all rightful oaths, and to do generally everything necessary to aid the Purchaser, its successors, assigns and nominees to obtain patent or other intellectual property protection for the Property and said improvements in all countries, the expenses incident to said applications to be borne and paid by the Vendor.

2. To the fullest extent possible this Assignment includes, without limitation, all economic rights to the Property and the Intellectual Property thereto in all fields of exploitation, and the Vendor shall and hereby does assign and transfer ownership to the Purchaser of all right, title, and interest, throughout the world, of all copyright now existing in the Property or developed in the future by the Vendor that relates to the Property in all fields of exploitation, including but not limited to the right to make, have made, use, sell, license, digitize, transmit, market, advertise, lease, rent, import, appropriate, distribute, perform, modify, create derivative works, reproduce (including loading, displaying running, transmitting, storing, translating, adapting, making any arrangements in respect of and any kind of alterations whatsoever), publish or display through any medium and in any manner, disseminate (including letting for use or rental), put or introduce into circulation including making originals and copies available to the public, lend, rent copies, collect for past damages, sue for any infringement of, and translate into any language, in any medium whatsoever, whether now known or hereafter

devised, without an accounting to the Vendor, together with all right, claims, demands and actions in respect of the Property and the Intellectual Property.

3. The Vendor hereby represents, covenants and warrants to the Purchaser that:

- (a) the Vendor is the original creator of the Property;
- (b) the Property is an original work;
- (c) to the knowledge of the Vendor, the Vendor has not violated any rights of any third party (including third party Intellectual Property rights) in creating the Property;
- (d) the Vendor has not previously assigned, transferred or otherwise encumbered the Property; and
- (e) the Property as described completely encompasses all Property owned by the Vendor that is needed by the Purchaser to conduct its business.

4. The Vendor hereby expressly, unconditionally and irrevocably waives (to the extent that such have not otherwise been assigned hereunder) in favour of the Purchaser and its successors and assigns in perpetuity in the Dominion of Canada, the United States of America and throughout the world the Vendor's moral rights and rights of a similar nature which the Vendor may have in any jurisdiction in and to the Property and the Intellectual Property to the extent such rights may be waived in each respective jurisdiction.

5. The Vendor agrees to do all things necessary (including execution and delivery of such documents for or on behalf of the Purchaser) as are reasonably necessary in order to affect the purposes of this Agreement or to protect the Purchaser rights in and to the Property and the Intellectual Property thereto. Without limiting the generality of the foregoing, Vendor hereby undertakes without liability at any time upon request to do everything legally possible to assist the Purchaser in the filing and prosecution of any patent application relating to the Property and the Intellectual Property in any jurisdiction, to sign such documents and do such things as may be required to give effective legal and registered title of the Purchaser to the Property and the Intellectual Property in any jurisdiction, all without further consideration but at the expense of the Purchaser. If the Purchaser fails for any reason whatsoever to secure the Vendor's signature on any document the Vendor is required to execute pursuant to the foregoing, the Vendor hereby irrevocably designates and appoints the Purchaser, or any successor of the Purchaser, as his agent and attorney, with full power of substitution, to act for and on the Vendor's behalf and instead of the Vendor, to execute and file any such document and do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Vendor.

6. If any provision of this Assignment is determined to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected and shall remain valid and enforceable.

7. In full and complete consideration for the sale of the Property from the Vendor to the Purchaser on the date hereof, the Purchaser agrees to issue to the Vendor One Hundred (100) common shares in the capital of the Purchaser (hereinafter referred to as the "Purchase Price") with an aggregate fair market value equal to the fair market value of the Property.

8. This Agreement shall operate as a complete and effective transfer, assignment and conveyance of the Property to the Purchaser so that the Vendor, on the date hereof, shall cease to be the owner of the Property at law, equity and otherwise.

9. The Vendor shall deliver to the Purchaser all documents relating to ownership of the Property duly endorsed for transfer together with the necessary subscription for the shares representing the Purchase Price in a form satisfactory to the Purchaser and the Purchaser shall deliver to the Vendor the appropriate share certificate or certificates representing the Purchase Price.

10. The Purchaser and the Vendor hereby agree to do all acts and things as may be necessary or convenient in order to completely and effectually carry out the intentions of the parties hereto, including, if deemed necessary based on a determination that the Vendor is a resident of Canada within the meaning of the Act, the filing in the prescribed form and within the prescribed time limits of a joint election pursuant to subsection 85(1) of the Act in respect of the disposition by the Vendor to the Purchaser of the Property and, in this regard, the Purchaser and Vendor shall jointly elect, for the purpose of subsection 85(1) of the Act a value for the sale of the Property by the Vendor to the Purchaser which will be equal to an amount which is the lesser of the fair market value and the adjusted cost base to the Vendor of the Property (hereinafter called the "Elected Amount") unless otherwise agreed.

11. The Vendor warrants that it is the beneficial owner of the Property with good and marketable title thereto free and clear of any pledge, lien, charge, encumbrance or security interest of any kind whatsoever and has the power, authority and right to sell, assign, transfer and otherwise dispose of the Property in accordance with the terms of this Agreement.

12. It is the intent of the parties that the fair market value of the Purchase Price shall be equal to the fair market value of the Property. In the event that at any time in the future, the Minister of National Revenue or any duly authorized official of the Canada Revenue Agency, any provincial taxing authority, the Vendor's accountants or any competent court makes a determination to which the parties acquiesce or from which there is no further right to object or appeal, or in the event that the parties themselves determine that the fair market value of the Property is greater or less than the fair market



value so determined for the purposes of this Agreement (hereinafter called the "Revised Fair Market Value"), the Revised Fair Market Value, as determined, shall automatically be substituted for the fair market value hereunder and the fair market value of the Purchase Price shall be adjusted accordingly to the same intent and purpose as if such Revised Fair Market Value had been included herein at the time of execution of this Agreement and the parties hereto shall do all acts and things and execute and file all forms and documents as are necessary or useful to give effect to or comply with the foregoing.

13. It is the intent of the parties that the Elected Amount in respect of the Property shall be equal to an amount that is the lesser of the fair market value and the adjusted cost base to the Vendor of the Property (hereinafter called the "Amount"). In the event that at any time in the future the Minister of National Revenue Canada Revenue Agency, any provincial taxing authority or any competent court makes a determination to which the parties hereto acquiesce or from which there is no further right to object or appeal, or in the event that the parties themselves determine that the Amount as shown on the election form filed pursuant to this Agreement or any other document is greater or less than the lesser of the fair market value and the cost amount of the Property as finally determined (hereinafter called the "Revised Amount"), the Revised Amount shall, at the option of the parties hereto, be substituted for the Amount for the purposes of this Agreement and the election form, to the same intent and purpose as if such Revised Amount had been included therein at the time of execution and further that the Elected Amount in respect of the Property shall be adjusted accordingly to effect any such Revised Amount and the parties shall do all acts and things and execute and file all forms and documents as are necessary or useful to give effect to, or comply with the foregoing.

14. The parties shall, forthwith after the execution of this Agreement and at any time thereafter, whether upon demand or otherwise, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be necessary or desirable in order to implement this Agreement and carry out the intention of the parties hereto including, without limiting the generality of the foregoing, any adjustments or amendments to the terms of this Agreement and any elections and forms contemplated hereunder. All and any amendments and adjustments made pursuant to this provision shall be made *nunc pro tunc*.

15. Time shall be of the essence of this Agreement and of every part hereof.

16. This Agreement shall be binding upon and enure to the benefit of the parties hereto and to their respective heirs, executors, administrators, legal representatives, successors and assigns.

17. This Agreement contains the entire agreement between the parties and may not be amended except by a written instrument signed by both of the parties hereto.

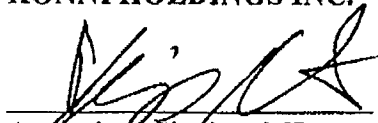
18. This Agreement shall be governed by and construed in accordance with the laws of the laws of Barbados.

19. Each party hereby represents and warrants to the other that all necessary corporate action and proceedings have been taken by such party to authorize it to enter into this Agreement and carry out its obligations hereunder.

20. This Agreement may be signed in one or more counterparts that together shall constitute one and the same document.

IN WITNESS WHEREOF this Agreement has been duly executed by each of the parties hereto as of the date first above written.

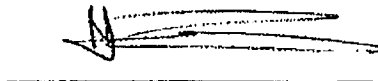
KONNI HOLDINGS INC.

  
Authorized Signing Officer

RANDOM PRODUCTS TRUST

By its Trustee,

BAYSHORE BANK & TRUST (BARBADOS) CORPORATION

  
Authorized Signing Officer  
Authorized Signing Officer

### **Schedule "A"**

The Property includes all ideas works products, materials, equipment, creations, improvements, know-how, plans and inventions presently or in the future conceived, made, developed, designed or reduced to practice by the Vendor that relate to the design, development, construction, creation, adaptation and operation of mobility devices.

Without limiting the generality of the foregoing, and by way of providing a specific example to which the Property pertains, the Property includes ideas, works, products, materials, equipment, creations, improvements, know-how, plans and inventions presently or in the future that relate to all aspects of mobility devices utilized by the disabled or elderly who need additional support to maintain balance or stability while walking or to be utilized for conveyance / transportation. The mobility devices are generally comprised of a frame with wheels, push handles that are adjustable in height, equipped with a seat and backrest and sometimes with a basket or bag. A particularly important part of a mobility devise is the hand brakes that can be either pulled-up for braking or pushed downward to lock the wheels. The brakes can also be used in maneuvering the mobility device.