PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Clive Edward MULLINS	11/16/2011
Daniel Loren HELPER	11/16/2011

RECEIVING PARTY DATA

Name:	Bionic Power Inc.
Street Address:	3865 Oxford Street
City:	Burnaby, BC
State/Country:	CANADA
Postal Code:	V5C 1C2

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13224221

CORRESPONDENCE DATA

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Address Line 2: 480-The Station

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ATTORNEY DOCKET NUMBER: B675 0019/TAR

NAME OF SUBMITTER: Todd A. Rattray

Total Attachments: 3

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> PATENT REEL: 027252 FRAME: 0604

OP \$40.00 1322422

ASSIGNMENT OF INVENTIONS AND RELATED PATENT RIGHTS

WHEREAS:

Clive Edward MULLINS
353 East 6th Street
North Vancouver, British Columbia
Canada V7L 1P7

Daniel Loren HEPLER 584 West 24 Avenue Vancouver, British Columbia Canada V5Z 2B4

(collectively, the "Assignors"), whose full post office addresses are set out above, are the inventors of certain inventions or improvements (the "Inventions") described and/or claimed in the United States patent application No. 13/224221 entitled: METHODS AND APPARATUS FOR CONTROL OF BIOMECHANICAL ENERGY HARVESTING filed on 1 September 2011 (the "Application");

AND WHEREAS <u>Bionic Power Inc.</u>, (the "Assignee") whose full post office address is 3865 Oxford Street, Burnaby, British Columbia V5C 1C2, wishes to own the entire worldwide right, title and interest in and to: the Inventions, the Application, and all patents which may be granted on or as a result thereof in all countries;

In consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors, do hereby, both jointly and severally, sell, assign, transfer and set over to the Assignee the entire worldwide right, title and interest in and to:

- the Inventions;
- the Application;
- all continuations, divisions, renewals of or substitutes for the Application;
- the right to file counterparts to the Application in all countries and regions;
- the right to claim priority from the Application in all countries and regions;
- all patents which may be granted on or as a result thereof; and
- any reissue or reissues of such patents;

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 such patents 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.

The Assignors hereby covenant that they: have full right to convey the entire interest herein assigned; and have not executed and will not execute any agreement to transfer any rights in the Inventions and/or the Application to anyone other than the Assignee or that is otherwise in conflict herewith.

The Assignors promise that they shall:

each time a request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to the Inventions, the Application, and the patents in the Assignee, its successors, assigns, nominees or legal representatives;

PATENT REEL: 027252 FRAME: 0605

- communicate to the Assignee, or its nominees, all known facts respecting the Inventions, the Application and said patents;
- testify in any legal proceedings;
- sign all lawful papers;
- execute all disclaimers and divisional, continuing, reissue and foreign applications;
- 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 the Inventions in all countries;

all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives.

Each of the Assignors hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents, and their successors, as its agents and attorneys-in-fact, to act on the Assignors' behalf and instead of the Assignors, to execute and file applications to patent the Inventions in all countries, and to do all other proper lawfully-permitted acts to further the assignment, prosecution and issuance of patents for the Inventions with the same legal force and effect as if executed by the Assignors. This power of attorney shall be deemed coupled with an interest and is irrevocable.

The Assignors hereby authorize and request any official of any country or countries whose duty it is to issue patents on applications to issue to the Assignee, its successors, assigns, nominees or legal representatives all patents for the Inventions in accordance with the terms of this Assignment.

EXECUTED at Bernally,	BC	. Canada	this 16 day of
<u>Nov</u> , 2011. ((city)	(province/state)	(country)	(date)
SIGNED, SEALED & DELIVERED by Clive Edward MULLINS in the presence of: Signature of Witness) } } Clive	L-M.L. Edward MULL	<u>C</u>
Rock Stockton Print Witness's Name)		
979 NORTH ROAD CORUTLAWN, BL. V37 1R.; Print Witness's Address))))		
ENGINE Print Witness's Occupation)))		

EXECUTED at Burnaby,	BC	, canada	this <u>16</u> day of
November, 2011.	(province/state)	(country)	(date)
SIGNED, SEALED & DELIVERED by Daniel Loren HEPLER in the presence of:		I H	
Signature of Witness Homayoun Erfan, an Print Witness's Name) Pamer))	Loren HEPLP	.K
Coquitlam, BC V35 7N5 Print Witness's Address	}))		
Software Test Grainee Print Witness's Occupation			

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RECORDED: 11/18/2011