

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>James Maclellan</td> <td>07/23/2012</td> </tr> <tr> <td>Franklin Reid</td> <td>07/23/2012</td> </tr> </tbody> </table>		Name	Execution Date	James Maclellan	07/23/2012	Franklin Reid	07/23/2012						
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>GRIPPER TRAC INC.</td> </tr> <tr> <td>Street Address:</td> <td>4211 Young Street</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 625</td> </tr> <tr> <td>City:</td> <td>Toronto, Ontario</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>M2P 2A9</td> </tr> </table>		Name:	GRIPPER TRAC INC.	Street Address:	4211 Young Street	Internal Address:	Suite 625	City:	Toronto, Ontario	State/Country:	CANADA	Postal Code:	M2P 2A9
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
<p>Fax Number:</p> <p>Phone: 770-709-00080</p> <p>Email: gsmith@srtslaw.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: SMITH RISLEY TEMPEL SANTOS LLC</p> <p>Address Line 1: Two Ravinia Drive</p> <p>Address Line 2: Suite 700</p> <p>Address Line 4: ATLANTA, GEORGIA 30346</p>													
ATTORNEY DOCKET NUMBER:	07055.1010												
NAME OF SUBMITTER:	Gregory Scott Smith												
Total Attachments: 5													

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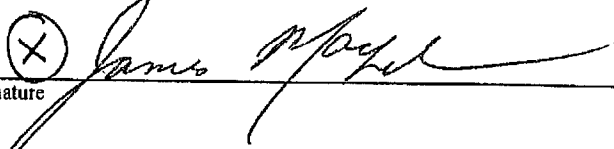
ASSIGNMENT

WHEREAS, WE, **JAMES MACLELLAN**, residing at 11 Scarborough Heights Blvd., Scarborough, ON M1M 2V3, and **FRANKLIN REID**, residing at 186 Parkview Hill Crescent, Toronto, ON M4B 1R8 (hereinafter referred to as ASSIGNORS), are the sole joint inventors of the invention by us described in and related to the document entitled "**CLIP**" filed with the United States Patent and Trademark Office as a design application for patent under attorney docket number 07055.1010 and customer number 35856 and to which the assignment document executed on January 18, 2012 and attached hereto pertains;

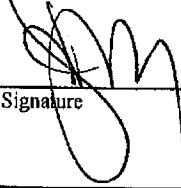
WHEREAS, **GRIPPER TRAC INC.**, having a place of business at 4211 Yonge Street, Suite 625, Toronto, Ontario, Canada, M2P 2A9, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the invention and in and to any letters patent that may be granted therefore in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby ratify the attached assignment as including Canadian application 144119 filed on January 23, 2012 in the Canadian Patent Office as well as the above-referenced United States design application, further, with regards to any remaining rights not conveyed in the January 18, 2012 assignment document, hereby sell, assign and transfer unto said ASSIGNEE, the entire right, title and interest in and to said invention, any patent applications that may be filed for said invention, and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations and continuations-in-part thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from any United States application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said invention, any application and all letters patent on said invention to be

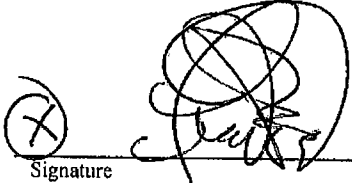
held and enjoyed by ASSIGNEE and its successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, transfer and sale not been made. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefore.


Signature
Name **JAMES MACLELLAN**

July 23/12
Date

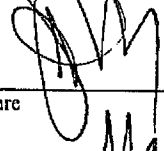

Signature
Name **Mark Zaretsky**

July 23/12
Date


Signature

FRANKLIN REID
Name

July 23/12
Date


Signature
Name **Mark Zaretsky**

July 23/12
Date

Witness: I declare that I was personally present and did witness the Assignor duly sign and execute the above Assignment

Witness: I declare that I was personally present and did witness the Assignor duly sign and execute the above Assignment

ASSIGNMENT OF INVENTION AND DESIGN

BETWEEN: James Maclellan, whose full post office address is 11 Scarborough Heights Blvd. Scarborough, Ontario, CANADA, M1M 2V3; and

Franklin Reid, whose full post office address is 186 Parkview Hill Crescent, Toronto, Ontario CANADA, M4B 1R8.

AND Gripper Trac Inc. whose full post office address is 4211 Yonge Street, Suite 625, Toronto, Ontario, CANADA, M2P 2A9,

WHEREAS, James Maclellan and Franklin Reid, (hereinafter the "Assignors") made an invention(s) and design(s) for a clip, known as "Gripper Trac";

WHEREAS, the Assignors assigned their rights in said inventions(s) and design(s) to the Gripper Trac Inc.;

In consideration of One Dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors, agree and confirm that the Assignors have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer to the Assignee the Assignor's right, title and interest throughout the world in and to (1) the Assignor's invention(s) and design(s) relating to a clip, known as "Gripper Trac; (2) all improvements, including but not limited to modifications, additions, substitutions, derivatives, and deletions to said invention(s) and designs; (3) all applications for Letters Patent and Industrial Design Registrations in any country throughout the world for said invention(s) and design(s), and improvements, including but not limited to all divisional, continuation, continuation-in-part, renewal, reissue, and substitute applications; (4) any Letters Patent and Industrial Design Registrations which may issue from any of said applications above in any country throughout the world; (5) all Convention or Treaty rights derived from any of said applications, including without limitation, all rights of priority throughout the world in and to said applications; and (6) the full and complete right to file applications for Letters Patent and Industrial Design Registrations in the name of the Assignee, or in our names at the Assignee's election, on said invention(s) and industrial designs and improvements in all countries throughout the world.

For said consideration, the Assignors agree, upon the request and at the expense of the Assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part, reissue and substitute applications for said invention(s), design(s) and improvements, and acknowledge and agree that all rights therein shall vest in the Assignee, its successors and assigns, whereby said Letters Patent and Industrial Design Registrations will be held and enjoyed by said Assignee, its successors and assigns, to the full end of the term for which said Letters Patent and Industrial Design Registrations will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made. In addition, the Assignors will, at the request of the Assignee, execute any and all documents required by the Assignee to fully and properly vest the aforementioned rights in the Assignee.

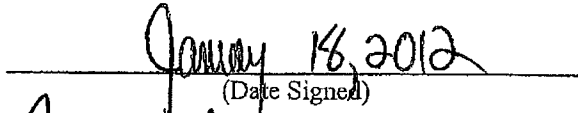
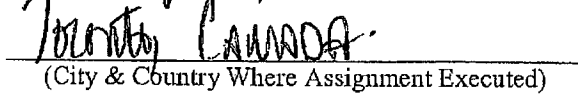
The undersigned hereby grants to the firm of Fogler, Rubinoﬀ LLP whose full post oﬃce address is 46 Elgin Street, 4th Floor, Ottawa, Ontario, Canada, K1P 5K6, the power to insert on this assignment any further information and/or correct any clerical error in the information pertaining to the referenced application above, which may be necessary or desirable in order to comply with the patent legislation for recordation of this document.

[CONTINUED ON NEXT PAGE]

EXECUTION OF ASSIGNMENT OF INVENTION

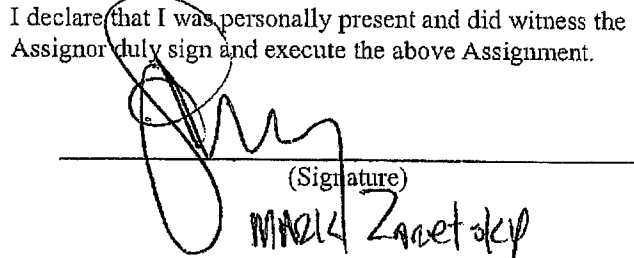
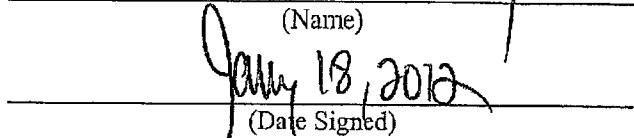
ASSIGNOR:


(Signature)
James Maclellan

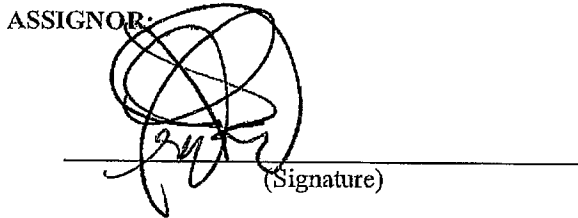

(Date Signed)

(City & Country Where Assignment Executed)


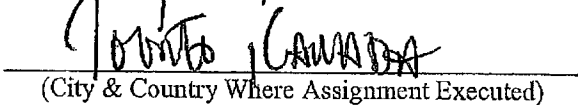
WITNESS:

I declare that I was personally present and did witness the Assignor duly sign and execute the above Assignment.


(Signature)
Mark Zaretsky
(Name)

(Date Signed)

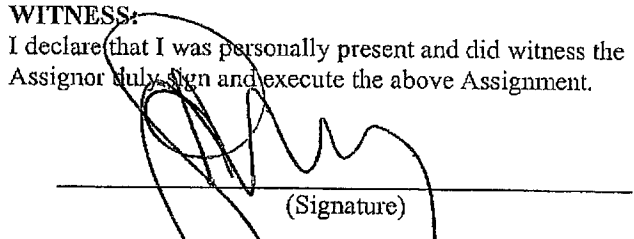
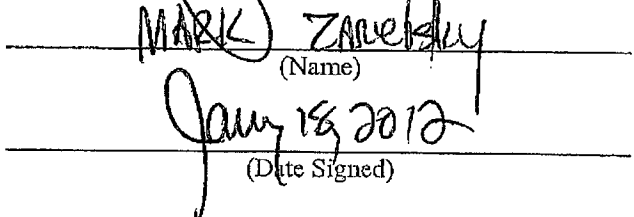
ASSIGNOR:


(Signature)
Franklin Reid


(Date Signed)

(City & Country Where Assignment Executed)

WITNESS:

I declare that I was personally present and did witness the Assignor duly sign and execute the above Assignment.


(Signature)
Mark Zaretsky
(Name)

(Date Signed)