

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Preston Centuolo	12/12/2011
RECEIVING PARTY DATA	
Name:	Protective Resources 316 Inc.
Street Address:	35-5100 South Service Road
City:	Burlington, Ontario
State/Country:	CANADA
Postal Code:	L7L 6A5
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13709039
CORRESPONDENCE DATA	
Fax Number:	5612441062
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	1083-124CON
NAME OF SUBMITTER:	Steven Greenberg
Total Attachments: 3 source=1083-124CON_Assignment_Centuolo2#page1.tif source=1083-124CON_Assignment_Centuolo2#page2.tif source=1083-124CON_Assignment_Centuolo2#page3.tif	

OP \$40.00 13709039

From: mtl@316.com
Subject: IP Transfer Agreement
Date: December 14, 2011 8:20:54 PM EST
To: ipy.mtl@patco.ca
C:\Documents\81140

IP Transfer Agreement

WHEREAS Albert John Martin has made an invention relating to secure keyless entry systems (the "Invention") for which United States Patent Application Number 12/365617 was filed on February 4, 2009 (claiming priority to United States Provisional Patent Application Number 61/063,455 filed on February 4, 2008) under the title:

SECURE KEYLESS ENTRY SYSTEM

AND WHEREAS Albert John Martin has assigned to Preston Centuolo of 1356 Kirkwood Drive, Vineland, New Jersey, 08361, *inter alia*, all of his right, title and interest in, to and in respect of the Invention and in, to and in respect of all applications and all Letters Patent that may be obtained therefor;

AND WHEREAS Preston Centuolo and Protective Resources 316 Inc., whose address is 35-5100 South Service Road, Burlington, Ontario L7L 6A5, have entered into that certain agreement entitled "Assignment of Contract" and the instant document is the "IP Transfer Agreement" referenced in that Assignment of Contract;

NOW THEREFORE in consideration of the sum of one United States Dollar (USD\$1.00) payable by Protective Resources 316 Inc. to Preston Centuolo, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Preston Centuolo, do hereby sell, assign and transfer to the said Protective Resources 316 Inc., and assign the whole right, title and interest for the United States of America and all other countries and all other places that are not countries, in, to and in respect of the Invention and in, to and in respect of all applications and all Letters Patent that may be obtained therefor in the United States of America and all other countries and all other places that are not countries, including any Patent Co-Operation Treaty Application and all National and Regional Phase entries therefrom, along with any and all divisional, renewal, substitute, continuation, reissue, re-

examination and Convention applications and any Letters Patent to issue therefrom, together with every priority right that is or may be predicated upon or arise from the Invention, the applications and the Letters Patent.

AND, I, Preston Centuolo, hereby authorize Protective Resources 316 Inc. to file patent applications in respect of the Invention in any countries and in any places that are not countries, and request that the United States Commissioner of Patents and Trademarks and all other patent authorities issue the Letters Patent to Protective Resources 316 Inc., the assignee of the entire right, title and interest in and to the Invention for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term for which any Letters Patent in respect of the Invention may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

AND, I, Preston Centuolo, hereby bind myself, my legal representatives and assigns to do, upon Protective Resources 316 Inc.'s request, but without additional consideration, all acts reasonably serving to assure that the Invention, the said patent applications and the said Letters Patent shall be held and enjoyed by Protective Resources 316 Inc. as fully and entirely as the same could have been held and enjoyed by me, my legal representatives and assigns if this assignment had not been made; and particularly to do the following:

(a) execute, or cause Albert John Martin to execute, as applicable, and deliver to Protective Resources 316 Inc., all lawful application documents including petitions, specifications and oaths, and all assignments, disclaimers and lawful affidavits in form and substance as may be requested by Protective Resources 316 Inc.;

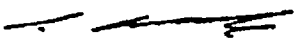
(b) communicate to Protective Resources 316 Inc. all facts known to me, and obtain from Albert John Martin and communicate to Protective Resources 316

Inc. all facts known to him, relating to said inventions and discoveries or the history thereof; and


(c) furnish Protective Resources 316 Inc. with any and all documents, photographs, models, samples and other physical exhibits in my control relating to the Invention, and obtain from Albert John Martin and furnish Protective Resources 316 Inc. with any and all documents, photographs, models, samples and other physical exhibits in his control or in the facts or his conceptions, disclosures, and reduction to practice of the Invention.

This agreement shall be governed by the laws of the Province of Ontario, including the federal laws of Canada applicable therein, and the parties each hereby irrevocably attorn to the non-exclusive jurisdiction of the Courts of the Province of Ontario, including the Federal Court of Canada to the extent the same has jurisdiction in any matter relating to this agreement, provided that the Courts of the United States shall retain their jurisdiction in respect of any United States patent or patent application.

EXECUTED under seal by:


Cory Welsh
Protective Resources 316 Inc.

Date: 13 DEC 2011


Witness to signature
of Protective Resources 316 Inc.

Name: Laura Welsh.


Preston Centuolo

Date: 12-12-11


Witness to signature
of Preston Centuolo

Name: Anna Centuolo