## 502199084 01/17/2013

### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Clifford W. Devine	05/21/2008
Daniel N. O'Connell	05/19/2008

# RECEIVING PARTY DATA

Name:	Quanta Services of Canada Ltd.			
Street Address:	1360 Post Oak Blvd., Suite 2100			
City:	Houston			
State/Country:	TEXAS			
Postal Code:	77056			

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13374057

## **CORRESPONDENCE DATA**

Fax Number: 2507075204

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 250-707-5250

Email: jbrown@horsepowerip.com

Correspondent Name: Antony C. Edwards

Address Line 1: Unit 206 - 3500 Carrington Road
Address Line 4: Westbank, CANADA V4T 3C1

ATTORNEY DOCKET NUMBER:	ACE-40522

NAME OF SUBMITTER: Antony C. Edwards

**Total Attachments: 5** 

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PATENT

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#### PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment"), effective as of the 20th day of May, 2008 ("Effective Date"), is from Chifford W. Devine and Daniel N. O'Connell having an address of R.R. #5, Site 77A, Compartment 6, Oliver, British Columbia, Canada VOH 1TO; R.R. #2, Site 4, Compartment 7, Oliver, British Columbia, Canada VOH 1TO, respectively, ("Assignor"), to QUANTA SERVICES OF CANADA LTD., a company incorporated pursuant to the laws of the Province of British Columbia, having an office at 1360 Post Oak Boulevard, Suite 2100, Houston, Texas 77056 ("Assignmen").

WHEREAS, the Assignor desires to assign their entire right, title and interest in and to the patents and patent applications listed on Schedule A and all continuations, continuations-in-part, divisionals, reissues and rectaminations thereof (collectively, the "Assigned Patents"); and

WHEREAS, Assignor is assigning to Assignce its cutire right, title and interest in and to the Assigned Patents pursuant to this Assignment.

NOW THEREFORE, for and in consideration of the sum of US \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

- 1. Assignor does hereby sell, assign and transfer to Assignee their entire worldwide right, title and interest in the Assigned Patents, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Assigned Patents are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalnes, damages and payments due or payable as of the Effective Date or thereafter with respect thereto and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
- 2. Assignor represents and warrants that it has full rights to convey its entire right, title and interest herein assigned, and that, to its knowledge, has not executed, and will not execute, any agreements inconsistent herewith.
- 3. This Assignment is binding upon, and incres to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.
- 4. Assignor hereby request the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment as to the Assigned Patents.
- 5. If any term or provision of this Assignment is invalid, illegal or otherwise unenforceable in whole or in part in any jurisdiction in which Assigned Patents are owned by Assignors, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in order that the transactions contemplated by this Assignment be consummated as originally contemplated to the greatest extent possible.
- 6. All questions concurring the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of Missouri, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

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- 7. Upon reasonable request by Assignee, Assignor will, and will cause its employees, agents and consultants who are inventors or prosecuting attorneys or agents of the Assigned Patents to, execute additional documents and take other actions as may be necessary or desirable to secure, record or perfect the assignments of the Assigned Patents set forth herein, and to vest in Assignee Assignor's right, title, and interest in and to the Assigned Patents as granted to Assignee, including, without limitation (i) the disclosure and transfer to Assignee of all pertinent information, data and documents with respect thereto, (ii) the reasonable prompt execution and delivery to Assignee or its legal representative of all applications, specifications, affidavits, oaths, assignments, recordations, and all other documents or instruments which are necessary in order to apply for, obtain, maintain, issue, defend, enforce and transfer such rights and in order to assign and convey to Assignee Assignor's right, title and interest in and to the Assigned Patents and the inventions described therein and (iii) at reasonable expense will testify as to all pertinent facts and documents relating to the Assigned Patents in any interference, lingation or other proceeding related thereto.
- 8. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, Assignor as of the day and year first above written:	s have caused this Assignment to be duly executed
Mr. Alama	
Date J	Childre W. Devine
PROVINCE OF BRITISE COLUMBIA	)
COUNTRY: Canada	) · · · · · · · · · · · · · · · · · · ·
On this <u>2!</u> day of <u>Name</u> , 2008, I the person named in and who executed the above the uses and purposes therein set forth.	refore me personally appeared <u>Clifford W. Devine</u> to me known to be reinstrument, and acknowledged to me that he executed the same for
P.O. Box 1205	Notary Füblic
250-767-3344	My commission is for life.
19 MAY 2008	Danie Weil O'Connet
PROVINCE OF BRITISH COLUMBIA COUNTRY: Canada	) }
COUNTRY! Canada	
On this 19th day of May, 2008, before a person named in and who executed the above in uses and purposes therein set forth.	ne personally appeared <u>Daniel Neil O'Connell</u> to me known to be the astrument, and acknowledged to me that he executed the same for the
SEAL	Notary Public
	My commission is for life.
	AATONY C. BOWARDS
	Bounston & Salisation P.D. Box 26020
	WETERMER B. C. Conda 147 26 3

•	QUARTA SERVICES OF CANADA LID.
	By: borned Janua
	Name: Derrick Jerren
<b>`</b> .	Title: Vice President
STATE OF )	
COUNTY OF ) SS:	
The foregoing instrument was acknown	owledged before me this Of day of May , 2008,
by Nerrick Freen deed of	of, as his/her act and deed, and the free act and
Dosie L. Thunk	3
Notary Public:	100
My commission expires:	

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#### SCHEDULE A

Country/ Jurisdiction	Application Number		Filing Late	Patent Number	issue Date
WiPO	PCT/DA2007/000E34	1	£/1 6/07	I N/A	N/A

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**BALANCE REDACTED** 

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RECORDED: 01/17/2013