

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Applied Kinetics Inc.	03/20/2013
RECEIVING PARTY DATA	
Name:	Nine Point Eight Inc.
Street Address:	102-1343 Sandhill Drive
City:	Ancaster, Ontario
State/Country:	CANADA
Postal Code:	L9G 4V5
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13725194
CORRESPONDENCE DATA	
Fax Number:	5612441062
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	561-922-3845
Email:	pto@crgolaw.com
Correspondent Name:	Carey Rodriguez Greenberg & O'Keefe, LLP
Address Line 1:	7900 Glades Road
Address Line 2:	Suite 520
Address Line 4:	Boca Raton, FLORIDA 33434
ATTORNEY DOCKET NUMBER:	1083-139U (2 OF 2)
NAME OF SUBMITTER:	Steven Greenberg
Signature:	/Steven Greenberg/
Date:	05/09/2013
Total Attachments: 3 source=1083-139U_Assignment#page1.tif source=1083-139U_Assignment#page2.tif source=1083-139U_Assignment#page3.tif	

OP \$40.00 13725194

CONFIRMATORY ASSIGNMENT

WHEREAS, **Jacobus Josef Pittens**, whose full post office address is 1781 Safari Road, Cambridge, Ontario, N1R 5S2, Canada, **Philip Samuel Schilling**, whose full post office address is 18 Atto Drive, Guelph, Ontario, N1E 0E4, Canada, **Bradley James Woodward**, whose full post office address is 185 East 13<sup>th</sup> Street, Hamilton, Ontario, L9A 3Z6, Canada, **Daniel Christopher Gray**, whose full post office address is 85 Taylor Road, St. George Brant, Ontario, N0E 1N0, Canada, and **John Douglas Duffett**, whose full post office address is 257 Hess Street South, Hamilton, Ontario, L8P 3P4, Canada (collectively the "Inventors"), have made an invention relating to a telescopic position adjustment mechanism (the "Invention") for which United States Patent Application Number 13/725,194 was filed in the United States of America on December 21, 2012 (the "Application") under the title:

**TELESCOPIC POSITION ADJUSTMENT MECHANISM**

AND WHEREAS each of the Inventors was, at all material times, employed by **Applied Kinetics Inc.** having an address 102-1343 Sandhill Drive, Ancaster, Ontario, L9G 4V5, Canada, and the duties of the Inventors included the development of new inventions;

AND WHEREAS the Invention was developed pursuant to an agreement (the "Agreement") between **Applied Kinetics Inc.** and **Nine Point Eight Inc.** having an address at 102-1343 Sandhill Drive, Ancaster, Ontario L9G 4V5;

AND WHEREAS the Agreement provides that **Nine Point Eight Inc.** is to be the owner of any intellectual property developed pursuant to the Agreement;

NOW THEREFORE in consideration of the sum of one Canadian dollar (CAD\$1.00) payable by **Nine Point Eight Inc.** to **Applied Kinetics Inc.** and the sum of one Canadian dollar (CAD\$1.00) payable by **Nine Point Eight Inc.** to each of the Inventors, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**Applied Kinetics Inc.** and the Inventors, individually and collectively, hereby confirm that **Nine Point Eight Inc.** is the sole owner of, and do hereby sell, assign and transfer to the said **Nine Point Eight Inc.**, their whole right, title and interest for the United States of America, Canada 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 (this term as used herein deemed to include the Application) and all Letters Patent that may be obtained therefore in the United States of America, Canada, and all other countries and all other places that are not countries, including 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, **Applied Kinetics Inc.** and the **Inventors**, individually and collectively, hereby authorize **Nine Point Eight 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, the Canadian Commissioner of Patents, and all other patent authorities issue the Letters Patent to **Nine Point Eight 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 **Applied Kinetics Inc.** and/or the **Inventors** had this assignment and sale not been made.

AND, **Applied Kinetics Inc.** and the **Inventors**, individually and collectively, hereby bind themselves, their legal representatives and assigns to do, upon **Nine Point Eight Inc.**'s request, but without additional consideration, all acts reasonably serving to assure that the **Invention**, the said applications and the said Letters Patent shall be held and enjoyed by **Nine Point Eight Inc.** as fully and entirely as the same could have been held and enjoyed by **Applied Kinetics Inc.** and/or the **Inventors**, their legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to **Nine Point Eight 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 **Nine Point Eight Inc.**; to communicate to **Nine Point Eight Inc.** all facts known to them relating to said inventions and discoveries or the history thereof; and to furnish **Nine Point Eight Inc.** with any and all documents, photographs, models, samples and other physical exhibits in their control or in the facts or their 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 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, except that the Courts of the United States shall have jurisdiction where required in respect of any United States patent application and any patent issuing directly or indirectly therefrom.

This agreement may be executed in counterparts, which together shall constitute one and the same agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

EXECUTED under seal by:


  
Applied Kinetics Inc.

Name: STEVEN PARK


Date: MAR 20/13

  
Jacobus Josef Pittens

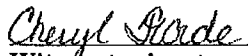
Date: MAR 20/13

  
Philip Samuel  
Schilling

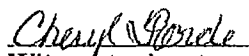
Date: MAR 20/13

  
Bradley James  
Woodward

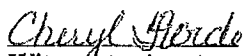
Date: MAR 20/13

  
Witness to signature  
Applied Kinetics  
Inc.

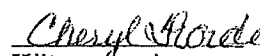
Name: CHERYL FORDE

  
Witness to signature  
of Jacobus Josef  
Pittens


Name: CHERYL FORDE

  
Witness to signature  
of Philip Samuel  
Schilling

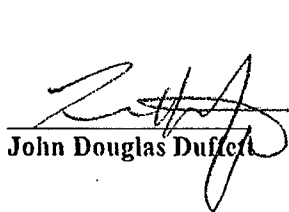
Name: CHERYL FORDE

  
Witness to signature  
of Bradley James  
Woodward

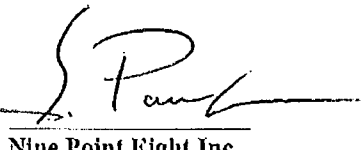
Name: CHERYL FORDE

  
Daniel Christopher  
Gray

Date: MAR 20/13


  
John Douglas Duffett

Date: MAR 20/13


  
Nine Point Eight Inc.

Name: STEVEN PARK

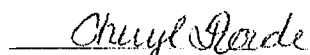
Date: MAR 20/13

  
Witness to signature  
Daniel Christopher  
Gray

Name: CHERYL FORDE

  
Witness to signature  
of John Douglas Duffett

Name: CHERYL FORDE

  
Witness to signature  
of Nine Point Eight Inc.

Name: CHERYL FORDE