

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2802081

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CALFEE DESIGN, INC	09/27/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SHIMANO, INC.
<b>Street Address:</b>	3-77 OIMATSU-CHO
<b>City:</b>	SAKAI-KU, SAKAI, OSAKA
<b>State/Country:</b>	JAPAN
<b>Postal Code:</b>	590-8577
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13155316
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	6507143863
<b>Email:</b>	totallysmall@hotmail.com
<b>Correspondent Name:</b>	JONATHAN A. SMALL
<b>Address Line 1:</b>	690 TORWOOD LANE
<b>Address Line 4:</b>	LOS ALTOS, CALIFORNIA 94022
<b>ATTORNEY DOCKET NUMBER:</b>	CAL 11-01
<b>NAME OF SUBMITTER:</b>	JONATHAN A. SMALL
<b>SIGNATURE:</b>	/Jonathan A. Small/
<b>DATE SIGNED:</b>	04/05/2014
<b>Total Attachments: 3</b>	
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## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made effective this 27<sup>th</sup> day of September, 2013 (the "Effective Date") by and between Shimano Inc., a Japanese corporation, with a principal place of business at 3-77 Oimatsu-cho, Sakai-ku, Sakai, Osaka 590-8577, Japan ("Assignee") and Calfee Design, Inc., a California corporation, with a principal place of business at 783 San Andreas Road, La Selva Beach, California 95076, USA ("Assignor").

- I. Assignor does hereby irrevocably sell, assign, transfer, and convey unto Assignee, and Assignee accepts, all of Assignor's past, present and future rights in all of the following (collectively "the Patent Rights"):
  - A. U.S. Patent No. 8,459,682 B2 (the "Patent");
  - B. All patents and patent applications (i) to which the Patent directly or indirectly claims priority, (ii) for which the Patent directly or indirectly forms a basis for priority;
  - C. All reissues, reexaminations, certificates of inter partes review, extensions, continuations, continuations in part, continuing prosecution applications, requests for continued examination or divisions of any item in any of the foregoing categories I.A and I.B;
  - D. All foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories I.A through I.C, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other equivalent governmental grants or issuances.
- II. Assignor represents, warrants and covenants that:
  - A. Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Assignment Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and
  - B. Assignor has not transferred to any entity any of its right, title, and interest to the Patent Rights, including, without limitation, any right, title, and interest to sue for infringement of the Patent Rights. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions.

There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

- C. Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, copyrights or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.
- D. Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents to assist Assignee in obtaining, perfecting, and maintaining the Patent Rights. Assignor further agrees to provide reasonable assistance, absent conflict of interest, required by Assignee in any efforts by Assignee to enforce or defend the Patent Rights, and Assignor shall be compensated at a rate of \$150 per hour per person therefor. In either case above, such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.
- III. Assignee shall pay Assignor a one-time total payment of Three Hundred Eighty Thousand Dollars and No Cents (US\$380,000.00). The payment from Assignee to Assignor will be made after Assignee has received exemption of taxation of the payment from the Japanese tax authority.
- IV. "Licensed Product" shall mean a seat post covered by the Patent and that is modified to fit a Shimano® battery specified by Assignee. Assignee grants to Assignor a non-transferable, royalty-free, personal, non-exclusive right to manufacture, offer for sale, and sell the Licensed Product free of any claim by Assignee of infringement of the Patent Rights.
- V. The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

VI. This Assignment Agreement constitutes the entire agreement between Assignee and Assignor with respect to its subject matter, and supersedes any prior agreement, understanding, representation, promise, or negotiations between the parties, whether oral or written, express or implied.

**ASSIGNOR:**

**Calfee Design, Inc.**

By: 

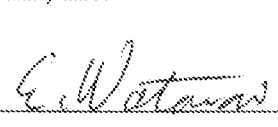
Name: Craig Calfee

Title: President

Date: Oct. 2<sup>nd</sup> 2013

**ASSIGNEE:**

**Shimano, Inc.**

By: 

Name: Etsuyoshi Watarai

Title: Executive Vice President

Date: Sep 27, 2013