

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIDS2GO HOLDING COMPANY, INC.	06/10/2014
RECEIVING PARTY DATA	
Name:	LIDS2GO HOLDINGS INC.
Street Address:	13605 PONDEROSA WAY
City:	COLDSTREAM
State/Country:	CANADA
Postal Code:	V1B 1A2
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61441417
Application Number:	13882911
PCT Number:	US1200081
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	412-00
NAME OF SUBMITTER:	CRAIG R. MILES
SIGNATURE:	/craig miles/
DATE SIGNED:	06/11/2014
Total Attachments: 3	
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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is between and among Lids2Go Holding Company, Inc., 1220 Rosecrans, #160, San Diego, California 92106 ("Assignor") and Lids2Go Holdings Inc., 13605 Ponderosa Way, Coldstream, British Columbia Canada V1B 1A2 ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the following Patent Applications (the "Patent Rights"), as follows:

1. United States Provisional Patent Application Serial No. 61/441,417, filed on February 10, 2011;
2. PCT International Patent Application Serial No. PCT/US12/00081, filed on February 10, 2012;
3. United States National Phase Patent Application Serial No. 13/882,911, filed on May 1, 2013;
4. European Region National Phase Patent Application No. 12744901.5, entered July 9, 2013; and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Patent Rights to Assignee to the extent he has any such rights worldwide; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. Assignor warrants that:
 - a. it has the authority to assign all right, title, and interest in and to the Patent Rights;
 - b. it has conveyed no right, title, or interest in the Patent Rights to any party other than the Assignee;
 - c. at the time of signing of this Assignment, it neither knows nor has reason to know of any outstanding right, title, or interest in the Patent Rights inconsistent with a full assignment of rights to the Assignee.
2. Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to Assignee the entire right, title, and interest in and to the Patent Rights, including, but not limited to:
 - a. all such worldwide rights to make, use, offer-for-sale and sell the Invention;

b. the above-identified patents and patent applications and to any division, substitution, continuation, or continuation-in-part, of such application, all patents which may be granted thereon, and all reissues, and extensions thereof;

c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;

d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;

3. Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Patent Rights, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible.

4. Assignor further covenants and agrees that it will sign all lawful papers and consents, as well as aid the Assignee in petitioning waiver of access of Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the Invention, as provided above.

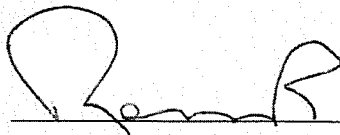
5. Assignor grants the firm of CR MILES, P.C. or other designated agent, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the Patent Cooperation Treaty or the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.

6. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified only to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

SIGNATURE ON THE FOLLOWING PAGE:

ASSIGNOR

By:



Name:

Gary Rennick

Date: 10 June 2014

Title:

President
Lids2Go Holding Company, Inc.