

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3018223

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ANDAD RESEARCH AND DEVELOPMENT INC.	04/24/2007
RECEIVING PARTY DATA		
Name:	JAMZ SPORTS INC.	
Street Address:	837 BURDETT AVENUE	
City:	VICTORIA, BC	
State/Country:	CANADA	
Postal Code:	V8W 1B3	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7192059	
CORRESPONDENCE DATA		
Fax Number:	(250)389-2659	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	email@tcllp.ca	
Correspondent Name:	MICHAEL D. COOPER	
Address Line 1:	SUITE 201, 1007 FORT STREET	
Address Line 4:	VICTORIA, BC, CANADA V8V 3K5	
ATTORNEY DOCKET NUMBER:	JSI02/5013/US	
NAME OF SUBMITTER:	MICHAEL D. COOPER	
SIGNATURE:	/Michael D. Cooper/	
DATE SIGNED:	09/11/2014	
Total Attachments: 4		
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TECHNOLOGY RIGHTS AGREEMENT

THIS AGREEMENT is made as of April 24th, 2007 (the "Effective Date") by and between **ANDAD RESEARCH AND DEVELOPMENT INC.**, a company having its principal place of business at 3212 Shelley Road, Victoria, BC ("Andad") and **JAMZ SPORTS INC.**, a company having its registered and records office at 837 Burdett Avenue, Victoria, B.C. ("Jamz").

- A. Andad is a private non-reporting BC company in the business of the design and development of new technologies for worldwide distribution;
- B. Andad has designed and developed the In-Line Skate Guard ("Technology") and is the registered owner of a US Patent No. 7,192,059B2 dated March 20, 2007 and the pending Canadian Patent Application (Application No.2,448,046) for the Technology (plus US Trade Mark Application No.78/806,805 and Canadian Trade Mark Application No.1288543);
- C. JAMZ is a private non-reporting BC company established by Andrew and Andad for the purposes of marketing and distributing the Technology designed and developed by Andad; and
- D. In order to facilitate the marketing and distribution of the Technology, Andad is prepared to assign all the rights to the Technology and the US Patent and Canadian Patent (and the Trade Marks) to JAMZ in consideration of the receipt by it of 200,000 Class B shares in the Company;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

- 1. The following terms shall have the meanings as set out below;
 - (b) "Agreement" means the agreement and any schedules or appendices attached hereto
 - (c) "Shareholders' Agreement" means the agreement between the shareholders of JAMZ dated for reference the 24th day of April, 2007 as approved and executed by Andad and JAMZ attached hereto as Schedule A to this Agreement.
 - (d) "Technology" means the In-Line Skate Guard as described in the US Patent, Application and the pending Canadian Patent Application (and the Trade Mark applications) as described above.
- 2. Andad hereby irrevocably transfers and assigns to JAMZ, any and all rights, including any intellectual property rights to pending patents, copyrights, trade secrets or confidential information arising from the development of the Technology to date whether present or future, vested or contingent in Canada and all other countries of the World, and waives all moral rights to the Technology in favour of JAMZ.
- 3. JAMZ as consideration for assignment of the Technology, hereby issues to Andad 200,000 Class B non-voting preferred shares in the capital of JAMZ, to be held in

accordance with the terms and conditions of the Shareholders' Agreement attached as Schedule A hereto. All such rights, title and interest will be held and enjoyed by JAMZ, its successors and assigns, as fully and entirely as same could have been held and enjoyed by Andad if this transfer and assignment had not been made, for the duration of their entire and unexpired terms.

4. Andad and JAMZ agree that the fair market value of the Technology is two hundred thousand dollars (\$200,000) as of the Effective Date and the parties hereto acknowledge and agree that the transaction contemplated by this Agreement with regard to the issuance of shares is carried out in accordance with Section 85 of the *Income Tax Act (Canada)*, S.C. 1970-71-72, Ch. 63 as amended (the "Act"). Andad and JAMZ further agree to execute those any and all documents necessary to effect any appropriate elections pursuant to Section 85.
5. The parties hereto agree that they will execute such other documents, instruments and agreements and perform such further acts and supply to the Minister of National Revenue or any provincial taxing authority such information as may be necessary from time to time to carry out the terms and intent of this Agreement.
6. JAMZ represents and warrants to Andad that as of the Effective Date:
 - (a) JAMZ is a company, duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, and has the power and capacity to enter into this Agreement and to carry out its terms to the full extent;
 - (b) the execution and delivery of this Agreement, and the completion of the transactions contemplated by this Agreement, have been duly and validly authorized by all necessary corporate action on the part of JAMZ, and this Agreement constitutes a legal, valid and binding obligation of JAMZ enforceable against JAMZ in accordance with its terms; and
 - (c) that it has carried out all such corporate and other legal proceedings as may be required in order to approve the issuance of shares to Andad in accordance with the terms and conditions of the Shareholders' Agreement.
7. Andad represents and warrants to JAMZ that as of the Effective Date:
 - (d) Andad has the right and authority to make this assignment and has taken all appropriate corporate actions to effect this assignment;
 - (e) Andad has kept confidential the Technology subject to the patent application process in the US and Canada;
 - (f) Andad, its successors and assigns, are transferring their rights to the Technology free and clear of all liens, charges and other claims;
 - (g) Andad is a company, duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, and has the power and

capacity to enter into this Agreement and to carry out its terms to the full extent; and

- (h) the execution and delivery of this Agreement, and the completion of the transactions contemplated by this Agreement, have been duly and validly authorized by all necessary corporate action on the part of Andad, and this Agreement constitutes a legal, valid and binding obligation of Andad enforceable against Andad in accordance with its terms.

8. Andad covenants that after the Effective Date:

- (a) Andad shall continue to keep confidential the Technology subject to the parent process in the US and Canada, without disclosing it to any person;
- (b) Andad shall not use, directly or indirectly, the Technology in any way, or for any purpose; and
- (c) Andad shall not incorporate, in whole or in part, any of the functional specifications or designs comprising the Technology in any other design or development of future technology and or products.

- 9. If at any time there is a dispute between the parties relating to the interpretation of this Agreement or the respective rights or obligations of the parties, then either Andad or JAMZ may require the dispute to be settled by binding arbitration pursuant to the rules of the British Columbia International Commercial Arbitration Centre (the "BCICAC"). The arbitration will be administered by the BCICAC and will be conducted in the English language before a single arbitrator. The decision of the sole arbitrator including any decision as to costs will be final and binding on Andad and JAMZ. The place of arbitration will be Vancouver, British Columbia, Canada. The Supreme Court of British Columbia will have jurisdiction, before or during any arbitration proceedings, to grant an interim measure of protection, including injunctive relief.
- 10. The parties will execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.
- 11. This Agreement constitutes the entire agreement between the parties and there are no representations, express or implied, statutory or otherwise and no collateral agreements other than as expressly set out or referred to in this Agreement.
- 12. This Agreement shall enure to the benefit of and be binding upon the parties hereto, together with their respective legal representatives, successors and assigns.
- 13. This Agreement will be governed by, and construed in accordance with, the laws of the Province of British Columbia.
- 14. This Agreement may be signed by facsimile or original, and executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date shown above.

**ANDAD RESEARCH
DEVELOPMENT INC.**

AND JAMZ SPORTS INC.

By:

Andrea Guyon

By:

Andrew Wood

Name:

Andrea Guyon

Name:

ANDREW WOOD

Title:

president

Title:

President

Date:

April 24/07

Date:

April 24, 2007.