

<b>PATENT ASSIGNMENT COVER SHEET</b>
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EPAS ID: PAT3303198

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BEN NIU	03/29/2015
ALDEN EVANGELISTA	03/29/2015
EMRAN SHEIKH	01/21/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HEYS INTERNATIONAL LTD.
<b>Street Address:</b>	333 FOSTER CRES.
<b>Internal Address:</b>	SUITE 1
<b>City:</b>	MISSISSAUGA
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L5R 4E5
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29509438
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(416)361-1398
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<b>Phone:</b>	416-364-7311
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<b>Correspondent Name:</b>	BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.
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<b>ATTORNEY DOCKET NUMBER:</b>	13882-D5862US00
<b>NAME OF SUBMITTER:</b>	STEPHEN M. BENEY
<b>SIGNATURE:</b>	/Stephen M. Beney/
<b>DATE SIGNED:</b>	04/09/2015
<b>Total Attachments: 4</b>	
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ASSIGNMENT / DECLARATION

WHEREAS, **Ben Niu**, whose full post office address is **23 Galleria Pkwy, Thornhill, Ontario, L3T 0A4, Canada**, **Alden Evangelista** whose full post office address is **282 St. Urbain Drive, Woodbridge, Ontario, L4H 0M4, Canada** and **Emran Sheikh**, whose full post office address is **5326 Foxmill Crt, Mississauga, Ontario, L5M 5B6, Canada** (hereinafter "the Assignors") are the inventors of an invention disclosed in **United States Design Patent Application No. 29/509,438**, filed on **November 18, 2014** and **Canadian Patent Application No. 159305**, filed on **October 29, 2014** both entitled **LUGGAGE**, (hereinafter "the Applications");

AND WHEREAS, **Heys International Ltd.** whose full post office address is **333 Foster Cres., Suite 1, Mississauga, Ontario, L5R 4E5, Canada**, (hereinafter "the Assignee"), has acquired from the Assignors, their entire right, title and interest in and to the invention, in all countries of the world, including their rights to the Applications, and all related applications and patents thereon, including any and all, international, national and regional phase applications based on the Applications, and other counterpart applications in all countries, and any and all substitutes, divisionals, continuations and continuations-in-part, and any Letters Patent that may be obtained therefor, and in any and all reissues, extensions, renewals and reexaminations of such applications and patents, including the right to claim priority to the Applications, and to all related applications and patents thereon filed by the Assignors or Assignee, including the benefit of any right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may

henceforth be substituted for it, and the benefit of any right of priority provided by any convention or treaty under domestic or foreign law, and to invoke and claim any such right of priority without further written or oral authorization from the Assignors;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Assignors hereby confirm that, as of the filing date of the Applications, they have assigned, and, effective as of the filing date of the Applications, do hereby sell and assign, transfer and set over to the Assignee, all their right, title and interest for Canada, the United States of America, its territories, dependencies and possessions, and for all other countries in the world, in and to the invention, including their rights to the Applications, and all related applications and patents thereon, including the right to claim priority to the Applications and to all related applications and patents thereon, to be held and enjoyed by the Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by them, had this Assignment not been made.

The Assignors hereby confirm that the Applications were made or were authorized to be made by themselves and that they believe themselves to be the original inventors or joint inventors of a claimed invention in the Applications.

The Assignors shall without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain the Applications for the invention, and all related applications and patents thereon, in any and all countries, and to vest title thereto in the Assignee, its successors, assigns and legal representatives or nominees.

The Assignors authorize and empower Bereskin & Parr LLP/S.E.N.C.R.L., s.r.l., whose complete address is Scotia Plaza, 40 King Street West, 40th Floor, Toronto, Ontario M5H 3Y2, to insert on this Assignment any further identification, to prepare any translation which may be necessary or desirable in order to comply with the rules for recordation of this document in any country and to correct any clerical error in this assignment.

The Commissioner of Patents & Trademarks is hereby authorized and requested to issue any Letters Patent for the Applications, and all related applications thereon, to the Assignee, 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 Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment and sale not been made.

If a provision of this Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Assignment, or the validity or enforceability in other jurisdictions of that or any other provision of this Assignment.

The Assignors hereby acknowledge that any willful false statement made in this assignment/declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

For the purpose of all legal proceedings this Assignment will be deemed to have been performed in the Province of Ontario and will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Parties confirm their express wish that this Assignment be drawn up in the English language. *Les parties confirment leur volonté expresse que cette cession soit rédigée en langue anglaise.*

SIGNED AT MISSISSAUGA, ONTARIO, this 27<sup>th</sup> day of MARCH, 2015, 2014.

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Witness Ben Niu

SIGNED AT MISSISSAUGA, ONTARIO, this 24<sup>th</sup> day of MARCH, 2015, 2014.

\_\_\_\_\_  
Witness Alden Evangelista

SIGNED AT MISSISSAUGA, ONTARIO, this 21<sup>st</sup> day of JANUARY, 2015, 2014.

\_\_\_\_\_  
Witness Emran Sheikh

SIGNED AT MISSISSAUGA, ONTARIO, this 21<sup>st</sup> day of JANUARY, 2015, 2014.

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Witness Heys International Ltd.  
Name: Emran Sheikh  
Title: President and CEO