

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/16/2015
CONVEYING PARTY DATA	
Name	Execution Date
HANSHAKE VR (2007) INC.	01/16/2015
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SIGNATURE:	/Louis M. Heidelberger/
DATE SIGNED:	04/28/2015
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of JANUARY 16, 2015, is made by Handshake VR (2007) Inc, having its principal place of business at Suite 600, 333 Wilson Street, Toronto, Ontario, Canada, M3H 1T2, ("Assignor"), in favor of Fred DuFresne of 620 Marshall Street, Lexington, VA, 24430 USA ("Assignee"), pursuant to that certain Patent Assignment and Revenue Share Agreement dated of even date herewith (the "Acquisition Agreement").

WHEREAS, under the terms of the Acquisition Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties as follows:

1. Assignment. In consideration for the execution of the Acquisition Agreement, the payment of the consideration stipulated in the Acquisition Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Assignee, or any assignee or successor thereto.



3. Terms of the Acquisition Agreement. The terms of the Acquisition Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Acquisition Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Acquisition Agreement and the terms hereof, the terms of the Acquisition Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

ASSIGNOR:

Handshake VR (2007) Inc.
Suite 600, 333 Wilson Street
Toronto, Ontario, Canada
M3H 1T2

By: _____

Name: *Dominic Talalla*

Title: *President*

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

United States Patent **6,972,665** with the title **“Haptic reconfigurable dashboard system”** and family including divisional patents, continuations, counterparts and any other related applications including Canadian patent 2,450,640 issued in Feb 13, 2007.

