

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3645776

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AUDERA INTERNATIONAL SALES INC.	09/03/2010
RECEIVING PARTY DATA	
Name:	AUDERA ACOUSTICS INC.
Street Address:	41 GEORGE CRESCENT
City:	CALEDON EAST
State/Country:	CANADA
Postal Code:	L7C 1G3
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7362168
Patent Number:	8036414
Patent Number:	8279001
CORRESPONDENCE DATA	
Fax Number:	(416)361-1398
<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>	
Phone:	4163647311
Email:	kbeaulac@bereskinparr.com
Correspondent Name:	BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.
Address Line 1:	40 KING STREET WEST
Address Line 2:	40TH FLOOR
Address Line 4:	TORONTO, CANADA M5H 3Y2
ATTORNEY DOCKET NUMBER:	13897-G43233CA00
NAME OF SUBMITTER:	JOANNA CHEUK-YU MA
SIGNATURE:	/Joanna Cheuk-Yu Ma/
DATE SIGNED:	12/07/2015
Total Attachments: 6	
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**GENERAL CONVEYANCE, ASSIGNMENT AND
APPOINTMENT OF ATTORNEY**

THIS GENERAL CONVEYANCE, ASSIGNMENT AND APPOINTMENT OF ATTORNEY is made as of the 3rd day of September, 2010

BETWEEN: AUDERA INTERNATIONAL SALES INC. a Barbados company duly licensed as an international business company (the "Assignor")

AND: AUDERA ACOUSTICS INC. of 41 George Crescent, Caledon East, ON, L7C 1G3, Canada (the "Assignee")

RECITALS:

1. The Assignor has been incorporated pursuant to the *Companies Act*, Cap. 308 of the laws of Barbados ("Companies Act"), and is duly licensed as an international business company pursuant to the *International Business Companies Act*, 1991-24 of the laws of Barbados, as amended ("International Business Companies Act").
2. The Assignor has prior to the date hereof, ceased to transact all of its business.
3. It is the intention of the Assignor to effect a transfer of all of its remaining assets and liabilities to the Assignee, so that it may be duly dissolved in accordance with the laws of Barbados.
4. The Assignor is a wholly-owned subsidiary of the Assignee.

IT IS HEREBY AGREED as follows:

DEFINITIONS AND INTERPRETATION

- 1.1 In this General Conveyance, Assignment and Appointment of Attorney unless the context otherwise requires the following expressions shall bear the following respective meanings:
 - (a) "*Applicable Law*" means the law of any one or more jurisdictions which is applicable to the interpretation of this General Conveyance, Assignment and Appointment of Attorney created herein, or to the exercise of any rights, powers, duties or discretions hereunder, whether by reason of the domicile of any of the Assignor or the Assignee, the *situs* of the whole or any part of the assets or liabilities, or other connecting

factor (which is admissible under general principles of law, including relevant principles of conflicts of laws) and includes the Governing Law. The parties hereto shall determine the Applicable Law by reference to the Governing Law, except where such party has actual notice of the applicability of another system or systems of law to this General Conveyance, Assignment and Appointment of Attorney, and each of the parties shall obey the court orders of a court claiming jurisdiction over such party or any part of the assets or liabilities under the control of such party;

- (b) *"country of domicile"* means any one of the country of residence, nationality or domicile (as appropriate); and
- (c) *"person"* means any individual or any body of persons corporate or unincorporate, and includes individuals, companies, bodies corporate, limited liability companies, societies with restricted liability, partnerships (whether limited or general), firms, syndicates, joint ventures, trusts, un-incorporated associations, governmental authorities and agencies, and any legal entity or any other association of persons.

- 1.2 Terms defined elsewhere in this General Conveyance, Assignment and Appointment of Attorney, unless otherwise indicated, shall have such meaning in every section herein.
- 1.3 Unless the context clearly requires otherwise, the words "hereof" "herein" and "hereunder" and words of similar import, when used in this General Conveyance, Assignment and Appointment of Attorney, shall refer to this General Conveyance, Assignment and Appointment of Attorney as a whole and not to any particular section; wherever the word "include" "includes" or "including" is used in any provision of this General Conveyance, Assignment and Appointment of Attorney, it shall be deemed to be followed by the words "without limitation" unless clearly indicated otherwise.
- 1.4 The singular includes the plural and the plural includes the singular; and the masculine gender includes the feminine and neuter genders.
- 1.5 The division of this General Conveyance, Assignment and Appointment of Attorney into sections, clauses, articles and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

2. **CONDITION PRECEDENT AND STATEMENT OF PURPOSE**

2.1 Each of the parties hereby expressly acknowledges and declares that the statement of purpose (the "Statement of Purpose") in clause 3 of the Recitals of this General Conveyance, Assignment and Appointment of Attorney, forms an integral part hereof, and the terms thereof are expressly incorporated as a binding obligation hereunder.

2.2 This General Conveyance, Assignment and Appointment of Attorney is to be read and construed to the fullest extent possible, subject to Applicable Law, to give effect to the Statement of Purpose and in a manner consistent therewith.

3. **TRANSFER OF ASSETS**

3.1 With effect at the date hereof (the "Date of Transfer"), the Assignor **HEREBY TRANSFERS, CONVEYS AND ASSIGNS** to the Assignee, all assets of the Assignor, including but not limited to:

- (a) all cash and cash instruments owned by the Assignor;
- (b) all property of the Assignor as at the Date of Transfer, whether moveable or immovable and wherever situated;
- (c) all proprietary rights owned or beneficially held by the Assignor as at the Date of Transfer; and
- (d) all rights in action accruing to the Assignor in respect of the Property (collectively, the "Assets").

3.2 After the execution of this General Conveyance, Assignment and Appointment of Attorney, the Assignor shall execute and deliver to the Assignee, all such further documents, deeds, certificates and instruments in favour of the Assignee and do all such other acts and things as may be necessary advisable or desirable to effectively complete the transfer, conveyance and assignment of full legal and beneficial title to all of the Assets, at the Date of Transfer.

3.3 The Assignor shall deliver or cause to have delivered (at the Date of Transfer or as soon as possible thereafter), all deposit or trust receipts, dock warrants or other documents of title to goods, bills of lading, bills of exchange, promissory notes, cheques, or any other negotiable security for money, to and in favour of the Assignee. In the event that there are any stated restrictions as to the negotiability of any bill of exchange or other instrument, the Assignor shall deliver or cause to have delivered (at the Date of Transfer or as soon as possible thereafter), such non-negotiable instrument to the Assignee, which shall be held by the Assignee as part of the general assets of the Assignor.

4. **ASSUMPTION AND TRANSFER OF LIABILITIES**

- 4.1 For the benefit of the creditors of the Assignor at the Date of Transfer, and contemporaneously with the transfer of the Assets under section 3.1 hereof, the Assignee **HEREBY ASSUMES** and the Assignor **HEREBY TRANSFERS, CONVEYS AND ASSIGNS** to the Assignee (to the fullest extent permitted under Applicable Law), all actual and contingent liabilities of the Assignor (collectively, the "Liabilities"), including specifically any and all liabilities directly or indirectly related to the liquidation and dissolution of the Assignor.
- 4.2 The Assignee **HEREBY AGREES AND UNDERTAKES** to pay and satisfy all of the Liabilities for and on behalf of the Assignor, including without limitation the legal and audit expenses and the regulatory fees related to the liquidation and dissolution of the Assignor.
- 4.3 The acceptance by the Assignee of the Liabilities herein and the undertaking by the Assignee to satisfy the obligations of the Assignor in respect of the Liabilities, are given as full consideration for the acceptance of the transfer of the Assets under section 3.1 hereof.
- 4.4 The Assignee hereby indemnifies the Assignor and the directors and officers of the Assignor (each an "Indemnified Party"), from any suits, claims, actions or otherwise in respect of the recovery by any party of the Liabilities and from all losses, costs and expenses incurred by such Indemnified Party in connection with any such suit, claim, action or otherwise in respect of the Liabilities.

5. **NOTICE OF ASSIGNMENT**

- 5.1 In so far as such may be required under Applicable Law, the Assignor shall as soon as reasonably practicable hereafter, give to every debtor (including the Assignor's bankers), trustee or other person from whom the Assignor would be entitled to claim any debt or chose in action ("Debtor") at the date hereof, and shall give to every future Debtor of the Assignor notice of the assignment hereunder of such debt or chose in action.

6. **COVENANTS OF ASSIGNOR**

- 6.1 For the benefit of the Assignee, the Assignor hereby covenants and undertakes, (such covenants and undertakings to be effective as from the date of execution hereof and to continue to be valid as at the Date of Transfer and thereafter):-
- (a) to obtain within a reasonable time after the execution hereof, all necessary consents, approvals, authorisations, permits, licences from regulatory authorities in Barbados, or elsewhere, to complete the transfer

of the Assets and the Liabilities as at the Date of Transfer and to ensure that the transfer of the Assets and the Liabilities is effective as at the Date of Transfer under Applicable Law;

- (b) to file within a reasonable time after the execution hereof, all necessary notices or other documents and other filings with regulatory authorities in Barbados or elsewhere, to complete the transfer of the Assets and the Liabilities as at the Date of Transfer and to ensure that the transfer of the Assets and the Liabilities is effective as at the Date of Transfer under Applicable Law; and
- (c) to obtain immediately upon the execution hereof, all necessary corporate authorisations to ratify, approve and confirm the execution hereof and to authorise and approve the transfer of the Assets and the Liabilities.

7. APPOINTMENT OF ATTORNEY-IN-FACT

7.1 With effect from the date hereof and for the benefit of the Assignee, the Assignor, hereby irrevocably appoints the Assignee to be its true and lawful Attorney-in-Fact, with unlimited authority, power and discretion to execute all documents, and do all things without limitation as contemplated under this General Conveyance, Assignment and Appointment of Attorney, or otherwise consistent with the Statement of Purpose, including prosecuting and defending claims by or against the Assignor, in the name of and on behalf of the Assignor.

7.2 In addition, the Assignee (as Attorney-in-Fact), may authorise from time to time, any one or more persons, to execute any documents on behalf of and as agent of the Attorney-in-Fact hereunder or otherwise to exercise any of the rights, powers and duties of the Assignee (as Attorney-in-Fact hereunder).

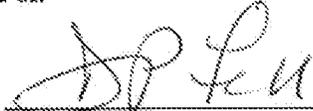
8. GOVERNING LAW AND EFFECT

8.1 This General Conveyance, Assignment and Appointment of Attorney, shall be governed by the laws of Barbados (the "Governing Law"). This General Conveyance, Assignment and Appointment of Attorney, has been entered into as a deed on the date stated at the beginning hereof. It is intended that this General Conveyance, Assignment and Appointment of Attorney, take effect as a deed.

GENERAL CONVEYANCE, ASSIGNMENT
AND APPOINTMENT OF ATTORNEY
SILVER WHEATON (BARBADOS) LTD.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date
first before written.

SIGNED by)
on behalf of and in the name of)
AUDERA INTERNATIONAL SALES INC.)
under seal of the Company and thereby executed as its Deed)
in the presence of:-)



Witness:)



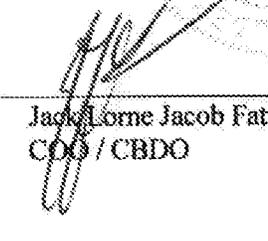
Jack Lorne Jacob Fatum
Director / CBDO)



SIGNED by)
on behalf of and in the name of)
AUDERA ACOUSTICS INC.)
under seal of the Company and thereby executed as its Deed)
in the presence of:-)



Witness:)



Jack Lorne Jacob Fatum
COO / CBDO)

