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SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY	DATA	· · · ·			
		Name	Execution Date		
GLENN STACEY BAL	LMAN		02/19/2015		
GLENN COLEGATE			02/19/2015		
RECEIVING PARTY D	ΑΤΑ				
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State/Country:	CANAD	CANADA			
Postal Code:	V6H 3S	V6H 3S3			
		9518099			
Property Type		Number			
Application Number.	2				
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SIGNATURE:		/ToddARattray/	/ToddARattray/		
DATE SIGNED:		01/28/2016	01/28/2016		
		This document serves as an C	Dath/Declaration (37 CFR 1.63).		
Total Attachments: 4					
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•	•	/ 1 			

ASSIGNMENT OF DESIGNS AND RELATED PATENT RIGHTS

WHEREAS THE FOLLOWING PERSON OR PERSONS:

Glenn Stacey BALLMAN

Glenn COLEGATE

3903-23rd Avenue, South West Calgary, Alberta T3E 0J9 Canada

43 Haybridge Road, Hadley Telford, Shropshire TF1 5JL United Kingdom

(the "Assignors"), whose full post office addresses are set out above, are the inventors of certain inventions or improvements (the "Design") described and/or claimed in:

- i. United States design patent application No. <u>29/518095</u> entitled WAGERING KIOSK filed on <u>19 February 2015</u>; and
- ii. United States design patent application No. <u>29/518099</u> entitled WAGERING KIOSK filed on <u>19 February 2015</u>; and
- iii. United States design patent application No. 29/518096 entitled WAGERING KIOSK filed on 19 February 2015. (collectively the "Applications")

The Assignors hereby appoint and instruct Oyen Wiggs Green & Mutala LLP to insert the serial number and filing date of the Applications, when known, into the spaces above.

AND WHEREAS, **XeraFlop Technologies Inc.**, (the "Assignee"), whose full post office address is 210-1807 Maritime Mews, Vancouver, British Columbia, V6H 3S3, Canada, wishes to own the entire worldwide right, title and interest in and to: the Inventions, the Application, and all patents which may be granted on or as a result thereof in all countries;

In consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors, do hereby, sell, assign, transfer and set over to the Assignee the entire worldwide right, title and interest in and to:

- the Designs;
- the Applications;
- all continuations, divisions, renewals of or substitutes for the Application;
- the right to file counterparts to the Application in all countries and regions;
- the right to claim priority from the Application in all countries and regions;
- each and every additional application that claims any part of the Designs;
- each and every additional application that is in any way based on or claims priority from or corresponds to the Application;
- all patents which may be granted on or as a result thereof; and
- any reissue or reissues of such patents;

the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which such patents and/or design registrations respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this Assignment, sale and transfer not been made.

Each Assignor hereby covenants that he: has full right to convey the entire interest herein assigned; has not encumbered the rights and properties transferred by this Assignment in any manner; and has not executed and will not execute any agreement to transfer any rights in the Designs and/or the Applications to anyone other than the Assignee; and has not executed and will not execute any agreement that is otherwise in conflict herewith.

Each Assignor promises that he shall execute all instruments and render all such assistance as the Assignee, its successors or assigns may request in order to make and prosecute any and all applications relating to the Designs, to enforce any and all applications, patents and/or design registrations relating to the Designs, and to confirm in Assignee, its successors or assigns legal title to the Designs and all applications, patents and/or design registrations relating to the Designs, patents and/or design registrations relating to the Designs, and to confirm in Assignee, its successors or assigns legal title to the Designs and all applications, patents and/or design registrations relating to the Designs, all without charge but at the expense of the Assignee or its successors, assigns, nominees or legal representatives.

Each Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents, and their successors, as his or her agents and attorneys-in-fact, to act on the Assignors' behalf and instead of the Assignors, to execute and file applications to protect the Designs in all countries, and to do all other proper lawfully permitted acts to further the assignment, prosecution, and issuance of protection for the Designs with the same legal force and effect as if executed by the Assignors. This power of attorney shall be deemed coupled with an interest and is irrevocable.

Declarations of Assignors for United States

For each of the Applications identified above, each Assignor hereby declares that:

- 1. The above-identified application was made or authorized to be made by me;
- 2. I believe that I am the original inventor or an original joint inventor of a claimed invention in the application; and
- 3. I hereby acknowledge that any willful false statement made in this Declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Assignment of Designs to XeraFlop Tec	Page 3 of 3	
EXECUTED at Vancouver. February, 2015.	, British Columbia, Canada (province/state) (country)	<u>this</u> $\frac{19}{(data)}$ day of
SIGNED, SEALED & DELIVERED by Glenn Stacey BALLMAN in the presence of: Signature of Witness))))))))))))))	AN
Print Witness's Occupation))	
EXECUTED at,, 2015.	this (province/state) (country)))))	day of
Signature of Witness))) Glenn COLEGATE)	
Print Witness's Name)))	
Print Witness's Address)))	
Print Witness's Occupation))	

Page 3 of 3

Assignment of Designs to XeraFlop Techn	nologies Inc.	Page 3 of 3
EXECUTED at,,, 2015.	(province/state) (country	this day of
SIGNED, SEALED & DELIVERED by Glenn Stacey BALLMAN in the presence of:		
Signature of Witness) Glenn Stacey BALL	MAN
Print Witness's Name)))	
Print Witness's Address)	
Print Witness's Occupation)	
EXECUTED at <u>TELFOD</u> , <u>SITRO</u> FEBRINARY, 2015.	<u>(province/stute)</u> , <u>UK</u> (countr	this $\frac{ c }{day}$ day of $\frac{day}{datc}$
SIGNED, SEALED & DELIVERED by Glenn COLEGATE in the presence of:)	
Signature of Witness) Glerin COLEGATI	
TRACET HAYNES Print Witness's Name)	
<u>H3 HAYBEIDGE RD</u> <u>TELCED TELSUL</u> Print Witness's Address		
Desichare Print Witness's Occupation))	

PATENT REEL: 037614 FRAME: 0220

RECORDED: 01/28/2016