503949990 08/08/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3996646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RAY ARBESMAN	07/29/2016

RECEIVING PARTY DATA

Name:	NUCAP INDUSTRIES INC.	
Street Address:	3370 PHARMACY AVENUE	
City:	SCARBOROUGH, ONTARIO	
State/Country:	CANADA	
Postal Code:	M1W 3K4	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29573562

CORRESPONDENCE DATA

Fax Number: (416)361-1398

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.

Phone: 416-364-7311

Email: abiebermcneil@bereskinparr.com

Correspondent Name: BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.

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Address Line 2: 40TH FLOOR

Address Line 4: TORONTO, CANADA M5H 3Y2

ATTORNEY DOCKET NUMBER:	24146-D6296US00	
NAME OF SUBMITTER:	ADRIENNE BIEBER MCNEIL	
SIGNATURE:	/Adrienne Bieber McNeil/	
DATE SIGNED:	08/08/2016	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 3

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PATENT 503949990 REEL: 039368 FRAME: 0506

ASSIGNMENT / DECLARATION

WHEREAS RAY ARBESMAN whose full post office address is 42 Burton Road, Toronto, Ontario, Canada, M5P 1V2 (hereinafter the "Assignor") is the inventor of an invention disclosed in a United States design patent application entitled BRAKE SHIM filed concurrently herewith (hereinafter "the Application");

AND WHEREAS, NUCAP INDUSTRIES INC. whose full post office address is 3370 Pharmacy Avenue, Scarborough, Ontario, Canada, M1W 3K4, (hereinafter "the Assignee"), has acquired from the Assignor, the Assignor's entire right, title and interest in and to the invention, in all countries of the world, including the Assignor's rights to the Application, and all related applications and patents thereon, including any and all, international, national and regional phase applications based on the Application, 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 Application, and to all related applications and patents thereon filed by the Assignor 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 Assignor;

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 Assignor hereby confirms that the Assignor has assigned, and does hereby sell and assign, transfer and set over to the Assignee, all of the Assignor's 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 the Assignor's rights to the Application, and all related

PATENT REEL: 039368 FRAME: 0507 applications and patents thereon, including the right to claim priority to the Application 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 the Assignor, had this Assignment not been made.

The Assignor hereby confirms that the Application was made or was authorized to be made by himself or herself and that the Assignor believes himself or herself to be the original inventor or joint inventor of a claimed invention in the Application.

The Assignor shall without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain the Application 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 Assignor authorizes and empowers 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, including inserting the serial number of the patent application when available, 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 Application, 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 Assignor 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

PATENT REEL: 039368 FRAME: 0508 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 Assignor hereby acknowledges 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 3370 PHACKEY AVE. , this 29th day of 3024, 2016.

RAY ARBESMAN

SIGNED AT <u>3370 PHORHAU ANE</u>, this <u>29</u> day of <u>JOUY</u>, 2016..

TOROND, ON MAN 3KY

Witness

Witness

NUCAP INDUSTRIES INC.

Name: RAY ARBESMAN

Title: DIRECTOR.