

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4111613

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RAY ARBESMAN	08/13/2015
NGHI PHAM	08/13/2015
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:	15333290
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:	416-364-7311
Email:	abiebermneil@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:	24146-P48348US02
NAME OF SUBMITTER:	ADRIENNE BIEBER MCNEIL
SIGNATURE:	/Adrienne Bieber McNeil/
DATE SIGNED:	10/25/2016
Total Attachments: 3	
source=24146_P48348US00_Assignment_inventors_to_Nucap#page1.tif	
source=24146_P48348US00_Assignment_inventors_to_Nucap#page2.tif	
source=24146_P48348US00_Assignment_inventors_to_Nucap#page3.tif	

ASSIGNMENT / DECLARATION

WHEREAS, **RAY ARBESMAN**, whose full post office address is 42 Burton Road, Toronto, Ontario, M5P 1V2, Canada, and **NGHI PHAM** whose full post office address is 100 Prairie Dunes Place, Concord, Ontario, L4K 2E4, Canada, (hereinafter "the Assignors") are the inventors of an invention disclosed in United States Patent Application No. 13/706,120, filed on December 5, 2012, entitled **APPARATUS FOR TEXTURING THE SURFACE OF A BRAKE PLATE**, (hereinafter "the Application");

AND WHEREAS, **NUCAP INDUSTRIES INC.** whose full post office address is 3370 Pharmacy Avenue, Scarborough, Ontario, M1W 3K4, 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 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 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, effective as of the filing date of the Application, 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 Application, and all related 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 them, had this Assignment not been made.

The Assignors hereby confirm that the Application was made or was 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 Application.

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 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 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 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 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.

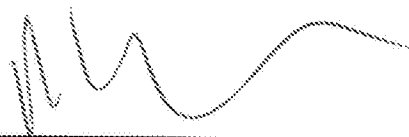
For the purpose of all legal proceedings this Assignment will be deemed to have been performed in the Province of Ontario and will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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 3370 PHARMACY AVE., this 13th day of AUG, 2015.
TORONTO, ON



Witness




RAY ARBESMAN

SIGNED AT 3330 PHARMACY AVE., this 17th day of AUG, 2015.
TORONTO, ON



Witness

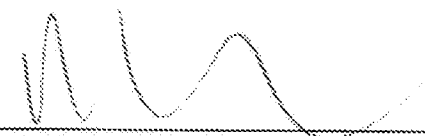


NGHI PHAM

SIGNED AT 3370 PHARMACY AVE., this 13th day of AUG 2015.
TORONTO, ON



Witness



NUCAP INDUSTRIES INC.
Name: Ray Arbesman
Title: Chairman, Chief Technical Officer and Director