

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4386382

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JUSTIN HARRIS	01/03/2017
MATTHEW DIXON	01/03/2017
TAREQ ISMAIL	01/25/2017
RECEIVING PARTY DATA	
Name:	MALUUBA INC.
Street Address:	100 KING STREET WEST, SUITE 6200
Internal Address:	1 FIRST CANADIAN PLACE
City:	TORONTO, ON
State/Country:	CANADA
Postal Code:	M5X 1B8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14490293
CORRESPONDENCE DATA	
Fax Number:	(612)332-9081
<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>	
Email:	kkronoveter@merchantgould.com
Correspondent Name:	MERCHANT & GOULD P.C.
Address Line 1:	P.O. BOX 2903
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0903
ATTORNEY DOCKET NUMBER:	14917.3169USU1/800006USNP
NAME OF SUBMITTER:	TIMOTHY B. SCULL
SIGNATURE:	/Timothy B. Scull/
DATE SIGNED:	04/26/2017
Total Attachments: 9	
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source=3_Assignment_(Tareq ISMAIL)_042617#page1.tif
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WORLDWIDE ASSIGNMENT

WHEREAS, I, (hereinafter referred to as the "ASSIGNOR"):

Justin HARRIS, 1604-1288 Avenue des Canadiens-de-Montreal, Montreal, Quebec, H3B 3B3, Canada

has invented an "Invention" for which one or more applications for patent, design registration, utility model registration, or other form of protection, rights, or title have been or will be made in certain countries ("Applications"), as further described below:

United States Provisional Patent Application No. 61/879,812 Filed September 19, 2013

United States Patent Application No. 14/490,293 Filed September 18, 2014

United States Provisional Patent Application No. 61/755,107 Filed January 22, 2013

European Patent Application No. 14152193.0 Filed January 22, 2014

United States Provisional Patent Application No. 62/020,759 Filed July 3, 2014

United States Provisional Patent Application No. 62/417,408 Filed November 4, 2016

United States Provisional Patent Application No. 62/426,856 Filed November 28, 2016

United States Provisional Patent Application No. 62/437,521 Filed December 21, 2016

AND WHEREAS, **MALUUBA INC.**, (hereinafter referred to as the "ASSIGNEE"), a company organized under the laws of Canada, having a place of business at **140 Columbia Street West, Waterloo, Ontario, N2L 3K8, CANADA**, is desirous of acquiring the full and exclusive right, title and interest in and to said Invention, said Applications inclusive of all ancillary rights relating thereto, any and all priority rights derived from said Applications, and all patents, design registrations, utility model registrations and other forms of protection, rights and titles relating to said Invention, in any country or countries and in respect of the whole or any part or parts of or improvements to the Invention;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby confirm that ASSIGNOR has transferred, conveyed and assigned, and by way of further assurance does/do hereby transfer, convey and assign to ASSIGNEE, any and all of ASSIGNOR's respective rights, title and interest in and to: the Invention; the Applications; any further applications for patent, design registration, utility model registration or other forms of protection, rights or titles for the whole or any part or parts of or improvements to the Invention in any country or countries ("Further Applications") together with the right to file divisional applications, substitute applications and continuation applications of any one or more of the Applications and Further Applications ("Divisionals"); the right to obtain patents, design registrations, utility model registrations and all other forms of protection,

rights and titles relating to the Invention; the right in and to any patent or reissue patent relating to the Applications, Further Applications and Divisionals ("Grants"); and the right to obtain any extensions / supplementary protection certificates ("Extensions"); together with the right to bring proceedings to recover damages and/or to obtain other remedies for acts committed in respect of one or more of the aforesaid Invention, Applications, Grants, Further Applications, Divisionals and Extensions, whether such acts are committed before or after the date of this Worldwide Assignment; with the intent that the Invention, Applications, Grants, Further Applications, Divisionals and Extensions are owned and enjoyed by ASSIGNEE absolutely to the full end of the term or terms for same.

ASSIGNOR does hereby agree, upon request, to provide assistance and to execute any and all further documents, at the expense of ASSIGNEE and/or its successors and assigns (as applicable), which may be necessary or desirable to enable ASSIGNEE, and/or its successors and assigns (as applicable), to file, prosecute, bring proceedings and take other actions with respect to any and all of the Invention, Applications, Further Applications, Divisionals, Grants and Extensions, and any and all patents and registrations granted thereon and other forms of protection, rights and titles relating thereto, and ASSIGNOR further agrees to execute, upon request and at the expense of ASSIGNEE and/or its successors and assigns (as applicable), any and all further documents which may be necessary or desirable to vest or perfect the title of ASSIGNEE therein.

ASSIGNOR does hereby authorize ASSIGNEE or its patent agents or attorneys to insert, above, the jurisdictions, application numbers, filing dates and any other indicia identifying the Applications when such information is available for the purpose of recording this assignment.

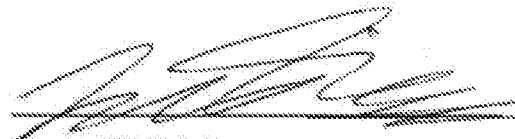
ASSIGNOR does hereby authorize and request The Commissioner of Patents or any equivalent authority to issue to ASSIGNEE each and every patent, registration and other form of protection, right, and title granted upon the Applications, Further Applications, Divisionals and Extensions.

THIS WORLDWIDE ASSIGNMENT shall inure to the benefit of ASSIGNEE and its successors and assigns, and shall be binding upon ASSIGNOR and their successors and permitted assigns.

DELIVERY of this Worldwide Assignment by copy, however transmitted, constitutes valid and effective delivery. This Worldwide Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Worldwide Assignment has been executed below by the undersigned:

Date: Jan 3, 2017


Justin HARRIS

STATEMENT BY WITNESS

I, Tavon Barnes, whose full Post Office address is

506-550 Rue Jean d'Estrées, Montreal QC, Canada, H3C 6W1

(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

Date: 2017-01-03


(Signature of Witness)

WORLDWIDE ASSIGNMENT

WHEREAS, I, (hereinafter referred to as the “ASSIGNOR”):

Matthew DIXON, 520 Parkside, Unit 316, Waterloo, Ontario, N2L 5E3, Canada

has invented an “Invention” for which one or more applications for patent, design registration, utility model registration, or other form of protection, rights, or title have been or will be made in certain countries (“Applications”), as further described below:

United States Provisional Patent Application No. 62/013,240 Filed June 17, 2014

PCT International Patent Application No. PCT/CA2015/000387 Filed June 16, 2015

United States Patent Application No. 15/319,744 Filed December 16, 2016

United States Provisional Patent Application No. 61/879,812 Filed September 19, 2013

United States Patent Application No. 14/490,293 Filed September 18, 2014

United States Provisional Patent Application No. 61/755,107 Filed January 22, 2013

European Patent Application No. 14152193.0 Filed January 22, 2014

AND WHEREAS, **MALUUBA INC.**, (hereinafter referred to as the “ASSIGNEE”), a company organized under the laws of Canada, having a place of business at **140 Columbia Street West, Waterloo, Ontario, N2L 3K8, CANADA**, is desirous of acquiring the full and exclusive right, title and interest in and to said Invention, said Applications inclusive of all ancillary rights relating thereto, any and all priority rights derived from said Applications, and all patents, design registrations, utility model registrations and other forms of protection, rights and titles relating to said Invention, in any country or countries and in respect of the whole or any part or parts of or improvements to the Invention;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby confirm that ASSIGNOR has transferred, conveyed and assigned, and by way of further assurance does/do hereby transfer, convey and assign to ASSIGNEE, any and all of ASSIGNOR’s respective rights, title and interest in and to: the Invention; the Applications; any further applications for patent, design registration, utility model registration or other forms of protection, rights or titles for the whole or any part or parts of or improvements to the Invention in any country or countries (“Further Applications”) together with the right to file divisional applications, substitute applications and continuation applications of any one or more of the Applications and Further Applications (“Divisionals”); the right to obtain patents, design registrations, utility model registrations and all other forms of protection, rights and titles relating to the Invention; the right in and to any patent or reissue patent relating to the Applications, Further Applications and Divisionals (“Grants”); and the right to obtain any extensions / supplementary protection certificates (“Extensions”); together with the right to bring

proceedings to recover damages and/or to obtain other remedies for acts committed in respect of one or more of the aforesaid Invention, Applications, Grants, Further Applications, Divisionals and Extensions, whether such acts are committed before or after the date of this Worldwide Assignment; with the intent that the Invention, Applications, Grants, Further Applications, Divisionals and Extensions are owned and enjoyed by ASSIGNEE absolutely to the full end of the term or terms for same.

ASSIGNOR does hereby agree, upon request, to provide assistance and to execute any and all further documents, at the expense of ASSIGNEE and/or its successors and assigns (as applicable), which may be necessary or desirable to enable ASSIGNEE, and/or its successors and assigns (as applicable), to file, prosecute, bring proceedings and take other actions with respect to any and all of the Invention, Applications, Further Applications, Divisionals, Grants and Extensions, and any and all patents and registrations granted thereon and other forms of protection, rights and titles relating thereto, and ASSIGNOR further agrees to execute, upon request and at the expense of ASSIGNEE and/or its successors and assigns (as applicable), any and all further documents which may be necessary or desirable to vest or perfect the title of ASSIGNEE therein.

ASSIGNOR does hereby authorize ASSIGNEE or its patent agents or attorneys to insert, above, the jurisdictions, application numbers, filing dates and any other indicia identifying the Applications when such information is available for the purpose of recording this assignment.

ASSIGNOR does hereby authorize and request The Commissioner of Patents or any equivalent authority to issue to ASSIGNEE each and every patent, registration and other form of protection, right, and title granted upon the Applications, Further Applications, Divisionals and Extensions.

THIS WORLDWIDE ASSIGNMENT shall inure to the benefit of ASSIGNEE and its successors and assigns, and shall be binding upon ASSIGNOR and their successors and permitted assigns.

DELIVERY of this Worldwide Assignment by copy, however transmitted, constitutes valid and effective delivery. This Worldwide Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Worldwide Assignment has been executed below by the undersigned:

Date: 01/23/17

Matthew Dixon
Matthew DIXON

STATEMENT BY WITNESS

I, Hitomi Dixon, whose full Post Office address is

Unit 316, 520 Parkside Dr. Waterloo ON. N2L 5E3
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

Date: 2017 01 23

Hitomi Dixon
(Signature of Witness)

WORLDWIDE ASSIGNMENT

WHEREAS, I, (hereinafter referred to as the "ASSIGNOR"):

Tareq ISMAIL, 219 Buttercup Court, Waterloo, Ontario, N2V 2W8, Canada

has invented an "Invention" for which one or more applications for patent, design registration, utility model registration, or other form of protection, rights, or title have been or will be made in certain countries ("Applications"), as further described below:

United States Provisional Patent Application No. 61/636,444 Filed April 20, 2012

PCT International Patent Application No. PCT/CA2013/000391 Filed April 22, 2013

European Patent Application No. 13777880.9 Filed November 19, 2014

United States Provisional Patent Application No. 61/662,652 Filed June 21, 2012

United States Patent Application No. 13/923,771 Filed June 21, 2013

United States Provisional Patent Application No. 61/879,812 Filed September 19, 2013

United States Patent Application No. 14/490,293 Filed September 18, 2014

United States Provisional Patent Application No. 61/755,107 Filed January 22, 2013

European Patent Application No. 14152193.0 Filed January 22, 2014

AND WHEREAS, **MALUUBA INC.**, (hereinafter referred to as the "ASSIGNEE"), a company organized under the laws of Canada, having a place of business at **140 Columbia Street West, Waterloo, Ontario, N2L 3K8, CANADA**, is desirous of acquiring the full and exclusive right, title and interest in and to said Invention, said Applications inclusive of all ancillary rights relating thereto, any and all priority rights derived from said Applications, and all patents, design registrations, utility model registrations and other forms of protection, rights and titles relating to said Invention, in any country or countries and in respect of the whole or any part or parts of or improvements to the Invention;

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rights and titles relating to the Invention; the right in and to any patent or reissue patent relating to the Applications, Further Applications and Divisionals ("Grants"); and the right to obtain any extensions / supplementary protection certificates ("Extensions"); together with the right to bring proceedings to recover damages and/or to obtain other remedies for acts committed in respect of one or more of the aforesaid Invention, Applications, Grants, Further Applications, Divisionals and Extensions, whether such acts are committed before or after the date of this Worldwide Assignment; with the intent that the Invention, Applications, Grants, Further Applications, Divisionals and Extensions are owned and enjoyed by ASSIGNEE absolutely to the full end of the term or terms for same.

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IN WITNESS WHEREOF, this Worldwide Assignment has been executed below by the undersigned:

Date: Jan 5th 2017


Tareq ISMAIL

STATEMENT BY WITNESS


I, Justin Bauer, whose full Post Office address is

655 5th St #2, San Francisco, CA 94107

(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

Date: January 5, 2017


(Signature of Witness)