504401011 06/07/2017 PATENT ASSIGNMENT COVER SHEET

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	SUBMISSION TYPE:			NEW ASSIGNMENT				
NATURE OF CONVEYANCE:			ASSIGNMENT					
CONVEYING PARTY D	ΑΤΑ							
		N	Name		Executi	on Date		
SCOTT JEFFREY HANNESON						06/06/20	17	
THOMAS JOSEPH PFE	IFER					03/31/20	17	
RECEIVING PARTY DA	TA							
Name:	226617	70 ONT	ARIO INC.					
Street Address:	2530 S	TANFIE	ELD ROAD					
City:	MISSIS	SAUG	Ą					
State/Country:	CANAC	CANADA						
Postal Code:	L4Y 1S4							
Property Type								
Application Number:		142439	025					
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Total Attachments: 3

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ASSIGNMENT

WHEREAS, we:

- (1) **Scott Jeffrey Hanneson**, having a mailing address of 1789 Truscott Drive, Mississauga, Ontario, Canada L5J 1Z8, a citizen of Canada, and
- (2) **Thomas Joseph Pfeifer**, having a mailing address of 10008 Foxboro Drive, Louisville, Kentucky, USA 40223, a citizen of USA,

(hereinafter together with our heirs, executors, administrators and other legal representatives are referred to herein collectively as "Assignors" and individually as "Assignor") have invented the invention(s) (hereinafter referred to as "said invention(s)") disclosed in the following application(s) for patent (hereinafter referred to as "said Application(s)"):

- United States Patent Application Serial No. 61/807887, entitled "CAPSULE MACHINE AND COMPONENTS", filed in the United States Patent and Trademark Office on April 3, 2013;
- (2) United States Patent Application Serial No. 61/928446, entitled "CAPSULE MACHINE AND COMPONENTS", filed in the United States Patent and Trademark Office on December 17, 2013;
- (3) United States Patent Application Serial No. 14/243925, entitled "CAPSULE MACHINE AND COMPONENTS", filed in the United States Patent and Trademark Office on April 3, 2014;
- (4) PCT Patent Application Serial No. PCT/CA2014/050332, entitled "CAPSULE MACHINE AND COMPONENTS", filed in the United States Patent and Trademark Office on April 3, 2014;

AND WHEREAS, **2266170 Ontario Inc.**, having a mailing address of **2530 Stanfield Road**, **Mississauga, Ontario, Canada, L4Y 1S4** (hereinafter together with its successors, assigns, nominees and other legal representatives are referred to as "Assignee"), is desirous of obtaining Assignors' entire right, title, property, interest and benefit in, to and under said invention(s) and said Application(s);

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, Assignors confirm that we have sold, assigned, transferred and set over, and to the extent that we have not already done so, by these presents do hereby sell, assign, transfer and set over to Assignee all of Assignors' right, title, property, interest and benefit in, to and under said invention(s) and said Application(s), including (a) the right to apply for patents in the United States of America, Canada and in all foreign countries for said invention(s), (b) all applications for patents for said invention(s) or

PATENT REEL: 042623 FRAME: 0997 based on said Application(s) in all countries, now filed or to be filed, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said Application(s), (c) all patents which may issue on said invention(s) and on any application transferred by this Assignment in the United States, Canada and other jurisdictions, and any and all reissues, extensions, divisions, renewals, substitutes, continuations or continuations-in-part of patents granted for said invention(s) or upon such application, for the full term or terms for which the patents may be issued, and (d) every priority right that is or may be predicated upon or arise from said invention(s), said Application(s) and such patents under any applicable international or bilateral treaty, agreement or convention. Assignors hereby authorize Assignee to file patent applications in all countries for any or all of said invention(s) in Assignors' name, or in Assignee's name, or otherwise as Assignee may deem advisable, under any international or bilateral treaty, agreement or convention, or otherwise.

Assignors hereby covenant and agree that Assignors will, upon request of Assignee, and without further consideration but at the expense of the Assignee, communicate any facts known to Assignors relating to said invention(s) and the history thereof, testify in any legal proceeding, execute all lawful papers required to effect the foregoing, and generally do all further acts which may be deemed necessary by Assignee to obtain and enforce proper patent protection for said invention(s) in all countries. Assignors hereby irrevocably designate and appoint Assignee as Assignors' attorney, with full power of substitution, in Assignors' name but on behalf of and at the expense of Assignee: (i) to execute, file, prosecute, register and memorialize the assignment of any above-mentioned applications; (ii) to execute and file any documentation required for enforcement of such applications; and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights arising from such applications, all with the same legal force and effect as if executed by Assignors. Such appointment, coupled with an interest, is irrevocable by Assignors and shall not be revoked by Assignors' insolvency, bankruptcy, death or incapacity and Assignors hereby agree to ratify and confirm all that Assignee may do or cause to be done pursuant to the foregoing.

Assignors hereby authorize the Assignee, including its appointed Patent Agents, to amend this Assignment to insert or correct the filing date, serial number, or other identifying information of said Application(s) as may be needed to record same.

If any part of this Assignment shall be held by a court of competent jurisdiction to be void, invalid or inoperative, the remaining provisions of this Assignment shall not be affected and shall continue in effect, and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

This Assignment shall be governed by and construed in accordance with the laws of Province of Ontario. Assignors irrevocably consent to the non-exclusive jurisdiction of the Ontario courts for any matter arising out of or relating to this Assignment.

Assignors acknowledge that Assignors were advised and given an opportunity to obtain independent legal advice, or other advice as Assignors may desire, concerning the interpretation

PATENT REEL: 042623 FRAME: 0998 and effect of this Assignment, and by signing this Assignment Assignors have either obtained advice or voluntarily waived Assignors' opportunity to receive same.

Each Assignor makes this Assignment in respect of his or her right, title, property, interest and benefit in, to and under said invention(s) and said Application(s) independently of any other Assignor. This Assignment can be executed in counterparts.

IN TESTIMONY WHEREOF, Assignors have executed this document on the date indicated below.

(1) **Scott Jeffrey Hanneson**

SIGNED AT <u>Mississauga</u> <u>6</u> day of <u>June</u>, 2017. _____, this

Signature of Scott Jeffrey Hanneson

	Witness Statement:							
I,	N	ERAUT	7 KAMAR	STAL,	whose full ma	ailing add	ress is _	
1	8P	PEAR	POINT	BUND,	MAPLE,	ONT	LGA	DCI

state that I was personally present and did see Scott Jeffrey Hanneson, who is personally known to me to be the person named in the above assignment, duly sign and execute the same on the date set forth above.

Signature of Witness

(2) **Thomas Joseph Pfeifer**

	SIGNED AT	GMCW		, this
	3/ st_ day of _	MARCH	, 2017.	
			Thoma J. Signature of Thoma	sigh Phil
I, _	Witnes		whose full mailing address is	4003 COLLINS

state that I was personally present and did see Thomas Joseph Pfeifer, who is personally known to me to be the person named in the above assignment, duly sign and execute the same on the date set forth above.

Signature of Witness

Dorothy L. Hacker, Notary Public State at Large, Kentucky My Commission Expires 7/9/2020

PATENT REEL: 042623 FRAME: 0999

RECORDED: 06/07/2017