# 504979225 06/27/2018

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA	·	
	Name	Execution Date
DANIEL ROBERT WEINKAM		12/07/2015
SHANE FREDRICK MILLER-TAIT	-	12/07/2015
FERNANDO LUIS DE SOUZA LOPES		12/07/2015

## **RECEIVING PARTY DATA**

Name:	KARDIUM INC.
Street Address:	8518 GLENLYON PARKWAY, SUITE 155
City:	BURNABY, BC
State/Country:	CANADA
Postal Code:	V5J 0B6

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16019702

## **CORRESPONDENCE DATA**

Fax Number:	(703)726-6024
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Email:	mail@rkmllp.com
Correspondent Name:	ROSSI, KIMMS & MCDOWELL LLP

Address Line 1:	20609 GORDON PARK SQUARE
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Address Line 4:	ASHBURN, VIRGINIA 20147

ATTORNEY DOCKET NUMBER:	KARD-0034US1AA
NAME OF SUBMITTER:	TAMMY KASSICK
SIGNATURE:	/Tammy Kassick/
DATE SIGNED:	06/27/2018

## **Total Attachments: 12**

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### ASSIGNMENT

### WHEREAS, WE ("ASSIGNOR"),

Daniel Robert Weinkam residing at 828 Quadling Avenue, Coquitlam, BC, V3K 2A4, Canada;

Shane Fredrick Miller-Tait residing at 3533 Princess Avenue, North Vancouver, BC, V7N 2E4, Canada; and

Fernando Luis de Souza Lopes residing at #303-6263 River Road, Delta, BC, V4K 5E3, Canada,

have invented, developed, and/or have rights in the invention(s) ("THE INVENTION(S)") disclosed in:

(1) United States Provisional Patent Application titled "CIRCUITS FOR FLEXIBLE STRUCTURES", for which we are inventors and bearing Attorney Docket No. KARD-0034USPRO,

(the "Patent Application");

**AND WHEREAS KARDIUM INC.** ("ASSIGNEE"), a corporation of Canada having a place of business at 8518 Glenlyon Parkway, Suite 155, Burnaby, BC V5J 0B6, Canada, desires to acquire and hereby accepts acquisition of the entire right, title, and interest in and to THE INVENTION(S) and the Patent Application;

**NOW, THEREFORE,** in consideration of the sum of one dollar (\$1,00) in hand, other good and valuable consideration, or both the sum of one dollar (\$1.00) in hand and other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer, and set over to ASSIGNEE the entire right, title, and interest in and to THE INVENTION(S) and the Patent Application and all existing and future patents and patent applications claiming priority to, benefit of, or both priority to and benefit of the Patent Application including divisions, continuations, and continuations-in-part thereof and all reissues, reexaminations, and extensions thereof including U.S. non-provisional and Patent Cooperation Treaty ("PCT") applications and national and regional applications based on one or more U.S. non-provisional or PCT applications, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, registrations, inventor's certificates, and the like) heretofore or hereafter filed for THE INVENTION(S) in any country or countries including national and regional applications based on one or more PCT applications, and all patents (including all extensions, renewals, and reissues thereof) granted for THE INVENTION(S) or the Patent Application in any country or countries;

**AND WE HEREBY** authorize and request any official whose duty it is to issue patents to issue any patent on THE INVENTION(S), the Patent Application, or resulting therefrom to and in the name of ASSIGNEE or its successors, assigns, or nominces;

AND WE HEREBY covenant that we have full right to convey the entire right, title, and interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

**AND WE HEREBY** further covenant and agree that, without further consideration, we will communicate to ASSIGNEE or its successors, assigns, or nominees any facts known to us respecting THE INVENTION(S) and the Patent Application, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute, reexamination, reissue, U.S. non-provisional, PCT, PCT-based, national, and regional patent applications, make all rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors, assigns, or nominees to obtain and enforce proper patent protection for THE INVENTION(S) and the Patent Application in all countries.

Assignment Page 1 of 6

**DEFINITIONS**: The phrase "and/or", as used in this Assignment, means one or more of the items associated with such phrase. For example, the phrase 'A and/or B' means 'A, B, or both A and B'. For another example, the phrase 'A, B, and/or C' means 'A, B, C, (A and B), (B and C), (A and C), or (A, B, and C)'. In addition, unless otherwise required by context, the term "or" is used in this Assignment in a non-exclusive sense.

## --- SIGNATURES BEGIN ON NEXT PAGE ----

Assignment Page 2 of 6

In testimony whereof, I hereunto set my hand this <u>1</u><sup>th</sup> day of <u>December</u>, 2015.

Daniel Robert Weinkam

SALVESTALO Printed Name of Witness ALDO Signature of Witness 7, 2015 Date DEC.

Assignment Page 3 of 6

In testimony whereof, I hereunto set my hand this 74k day of 822k 82015.

Shane Fredrick Miller

ALOO SALVESTAO Printed Name of Witness

7,2015 DEC

Date

Assignment Page 4 of 6

In testimony whereof, I hereunto set my hand this 7th day of PECEMBERDIS

Fernando Luis de Souza Lopes

Printed Name of Witness Signature of Witness

DEC 9,2015

Date

Assignment Page 5 of 6

The ASSIGNEE hereby agrees to and accepts this Assignment and all accompanying rights and obligations.

On behalf of the ASSIGNEE, in testimony whereof,

I hereunto set my hand this 74 day of DECENPED, 2015.

Don At
Bouglas Goertzen
Chief Executive Officer
✓ KÅRDIUM INC.
ALOO SALVESTRO
Printed Name of Witness
- A C L
Signature of Witness
DEC 7 2015
Date

Assignment Page 6 of 6

#### ASSIGNMENT AMENDMENT

#### WHEREAS, WE ("ASSIGNOR"),

Daniel Robert Weinkam residing at 828 Quadling Avenue, Coquitlam, BC, V3K 2A4, Canada;

Shane Fredrick Miller-Tait residing at 3533 Princess Avenue, North Vancouver, BC, V7N 2E4, Canada; and

Fernando Luis de Souza Lopes residing at #303-6263 River Road, Delta, BC, V4K 5E3, Canada,

have executed an assignment (the "Assignment") bearing Attorney Docket No. KARD-0034USPRO on December 7, 2015,

AND WE hereby amend the Assignment as follows:

a) the paragraph beginning, "WHEREAS, WE" and ending in, "(the "Patent Application");" on page 1 of the Assignment is amended to read as follows:

--WHEREAS, WE ("ASSIGNOR"),

Daniel Robert Weinkam residing at 828 Quadling Avenue, Coquitlam, BC, V3K 2A4, Canada;

Shane Fredrick Miller-Tait residing at 3533 Princess Avenue, North Vancouver, BC, V7N 2E4, Canada; and

Fernando Luis de Souza Lopes residing at #303-6263 River Road, Delta, BC, V4K 5E3, Canada,

have invented, developed, and/or have rights in the invention(s) ("THE INVENTION(S)") disclosed in:

(1) United States Provisional Patent Application No. 62/264,366, filed December 8, 2015, titled "CIRCUITS FOR FLEXIBLE STRUCTURES", identifying us as inventors, and bearing Attorney Docket No. KARD-0034USPRO; and

(2) U.S. Non-Provisional Patent Application titled "CIRCUITS FOR FLEXIBLE STRUCTURES", identifying us as inventors, and claiming priority to United States Provisional Patent Application No. 62/264,366, filed December 8, 2015,

(collectively the "Patent Applications")--;

b) the paragraph beginning, "AND WHEREAS Kardium Inc." and ending in, "and the Patent Application;" on page 1 of the Assignment is amended to read as follows:

--AND WHEREAS Kardium Inc. ("ASSIGNEE"), a Canadian corporation having a place of business at 8518 Glenlyon Parkway, Suite 155, Burnaby, BC V5J 0B6, Canada, desires to acquire and hereby accepts acquisition of the entire right, title, and interest in and to THE INVENTION(S) and the Patent Applications;--;

Assignment Amendment Page 1 of 6

c) the paragraph beginning, "**NOW, THEREFORE**" and ending in, "any country or countries;" on page 1 of the Assignment is amended to read as follows:

--NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) in hand, other good and valuable consideration, or both the sum of one dollar (\$1.00) in hand and other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer, and set over to ASSIGNEE the entire right, title, and interest in and to THE INVENTION(S) and the Patent Applications and all existing and future patents and patent applications claiming priority to, benefit of, or both priority to and benefit of one or more of the Patent Applications including divisions, continuations, and continuations-in-part thereof and all reissues, reexaminations, and extensions thereof including Patent Cooperation Treaty ("PCT") applications and national and regional applications based on one or more PCT applications, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, registrations, inventor's certificates, and the like) heretofore or hereafter filed for THE INVENTION(S) in any country or countries including national and regional applications based on one or more PCT applications, and all patents (including all extensions, renewals, and reissues thereof) granted for THE INVENTION(S) or one or more of the Patent Applications in any country or countries:--:

d) the paragraph beginning, "AND WE HEREBY" and ending in, "or nominees;" on page 1 of the Assignment is amended to read as follows:

--AND WE HEREBY authorize and request any official whose duty it is to issue patents to issue any patent on THE INVENTION(S), one or more of the Patent Applications, or resulting therefrom to and in the name of ASSIGNEE or its successors, assigns, or nominees;--; and

e) the paragraph beginning, "AND WE HEREBY" and ending in, "in all countries." on page 1 of the Assignment is amended to read as follows:

--AND WE HEREBY further covenant and agree that, without further consideration, we will communicate to ASSIGNEE or its successors, assigns, or nominees any facts known to us respecting THE INVENTION(S) and the Patent Applications, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute, reexamination, reissue, PCT, PCT-based, national, and regional patent applications, make all rightful oaths, and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for THE INVENTION(S) and the Patent Applications in all countries.--.

--- SIGNATURES BEGIN ON NEXT PAGE ---

Assignment Amendment Page 2 of 6

In testimony whereof, I hereunto set my hand this <u>17</u> day of <u>November</u>, 2016. **Daniel Robert Weinkam** 

SALVES946 Printed Name of Witness ALNO Signature of Witness 17, 2016 NOV Date

Assignment Amendment Page 3 of 6

In testimony whereof, I hereunto set my hand this \_21\_ day of November , 2016.

1,. Shane Fredrick Miller-Tait

5200 SALVESTR  $\mathbf{A}$ Printed Name of Witness

Signature of Witness

21,2016 NOU

Date

Assignment Amendment Page 4 of 6

17 day of NOVEMBER 2016. In testimony whereof, I hereunto set my hand this Fernando Luis de Souza Lopes

ALDO SALVESTR Printed Name of Witness

Signature of Witness

17 NOV ,2016

Date

Assignment Amendment Page 5 of 6

The ASSIGNEE hereby agrees to and accepts the Assignment, this Assignment Amendment, and all accompanying rights and obligations.

On behalf of the ASSIGNEE, in testimony whereof,

I hereunto set my hand this 21 day of NOJ, 2016.

Douglas Goertzen for ASSIGNEE Chief Executive Officer Kardium Inc.

ALVO SALVEET RO Printed Name of Witness C - - -----2

Signature of Witness

21,2016 NUU

Date

Assignment Amendment Page 6 of 6