

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5053173

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GENESIS ROBOTICS LIMITED LIABILITY PARTNERSHIP	04/08/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GENESIS ADVANCED TECHNOLOGY HOLDINGS INC.
<b>Street Address:</b>	20385 64TH AVENUE
<b>City:</b>	LANGLEY
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	V2Y 1N5
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9759270
<b>Patent Number:</b>	9683612
<b>Application Number:</b>	15598149
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(206)682-6031
<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>	
<b>Phone:</b>	206-622-4900
<b>Email:</b>	laurah@seedip.com
<b>Correspondent Name:</b>	KEVAN L. MORGAN
<b>Address Line 1:</b>	SEED IP LAW GROUP LLP
<b>Address Line 2:</b>	701 FIFTH AVE., SUITE 5400
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98104
<b>ATTORNEY DOCKET NUMBER:</b>	540088.403/404/404C1
<b>NAME OF SUBMITTER:</b>	KEVAN L. MORGAN
<b>SIGNATURE:</b>	/Kevan L. Morgan/
<b>DATE SIGNED:</b>	07/17/2018
<b>Total Attachments: 4</b>	
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source=540088_403_404_404C1_IP_Assignment_Agreement_GR_to_GAT#page2.tif	
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## ASSIGNMENT AGREEMENT

THIS AGREEMENT is made as of April 8th, 2018 (the "Effective Date").

BETWEEN:

**GENESIS ROBOTICS LIMITED LIABILITY PARTNERSHIP**, a limited liability partnership formed under the laws of the province of British Columbia and having an address at 20385 64<sup>th</sup> Avenue, Langley, BC, V2Y 1N5, Canada

("GR")

AND:

**GENESIS ADVANCED TECHNOLOGY HOLDINGS INC.** (formerly, **GENESIS ADVANCED TECHNOLOGY INC.**), a company incorporated under the laws of British Columbia and having an address at 20385 64<sup>th</sup> Avenue, Langley, BC, V2Y 1N5, Canada

("GAT")

WHEREAS:

- A. GAT's employees (the "**Inventors**") developed, conceived, reduced to practice, or otherwise created certain inventions (the "**Inventions**") that are claimed or otherwise described in the patents and patent applications listed in Schedule A (the "**Patents**");
- B. GAT funded the development of the Inventions and the filing, prosecution, and maintenance of the Patents;
- C. The Inventors assigned their rights, title, and interests in and to the Inventions to GAT and GAT was listed as the applicant for the Patents;
- D. GAT assigned legal title to the Inventions and the Patents to GR in an assignment between GAT and GR dated November 3, 2016 (the "**Assignment**");
- E. GAT and GR acknowledge and agree that the Assignment was made in error and that GAT remained the owner of all beneficial interests (including equitable title) in and to the Inventions and the Patents; and
- F. GR wishes to enter into this Agreement to assign legal title in and to the Inventions and the Patents back to GAT such that GAT will be the owner of all rights, title, and interests, whether legal or beneficial, in and to the Inventions and the Patents as of the Effective Date.

**NOW, THEREFORE**, in consideration of the foregoing, the representations, warranties, covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), the parties hereto agree as follows:



1. **Assignment of Legal Title.** GR absolutely and unconditionally assigns, transfers, and conveys to the Assignee its legal title, including all rights and interests therein, in and to the Inventions and the Patents, including, without limiting the generality of the foregoing, any and all rights relating thereto that may arise at law, including (i) any applications corresponding thereto, whether in the form of improvements, divisions, continuations, continuations-in-part, re-examinations, re-issues and extensions thereof; (ii) Letters Patent and like industrial property registrations that may issue, be granted or result from the Patents and the corresponding applications for the Inventions; (iii) rights of priority (including the right to claim the benefit thereof) resulting from the filing of the Patents, the corresponding applications and any previously filed applications in respect of the Inventions under international conventions, treaties or otherwise; and (iv) rights of action resulting from prior infringement or other unauthorized use thereof.
2. **Further Acts.** From and after the date hereof, GR will cooperate with GAT in connection with any steps required to be taken as part of or in furtherance of GR's obligations under this Agreement, and shall: (a) furnish upon request to GAT such further information; (b) execute and deliver to GAT such other documents; and (c) do such other acts and things, all as GAT may reasonably request for the purpose of giving effect to the purpose and intent of this Agreement, including, without limitation, for confirming or evidencing the ownership of the legal title in and to the Inventions and the Patents, or for obtaining, registering, or enforcing any right in respect of the Inventions and the Patents.
3. **Assignment.** This Agreement may be assigned by GR or by GAT upon written notice to the other party. This Agreement will enure to the benefit of, and be binding upon, the respective successors and permitted assigns of the parties.
4. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties hereby submit to the non-exclusive jurisdiction of the Courts of the Province of British Columbia and all legal proceedings arising out of or in connection with this Agreement may be brought before the Courts of the Province of British Columbia.
5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will be deemed to constitute one and the same Agreement. This Agreement may be delivered by regular mail, courier, or by electronic transmission, including by email or by facsimile transmission, and if so delivered, this Agreement will be, for all purposes, effective as if the parties had executed and delivered a manually executed copy of this Agreement.

*[Signature page follows.]*



IN WITNESS WHEREOF the parties have executed this Agreement with effect as of the Effective Date.

**GENESIS ROBOTICS LIMITED LIABILITY  
PARTNERSHIP, by its managing partner,  
1013431 B.C. LTD.**

By: 

Name:

Title:

**GENESIS ADVANCED TECHNOLOGY  
HOLDINGS INC. (formerly, GENESIS  
ADVANCED TECHNOLOGY INC.)**

By: 

Name:

Title:



## SCHEDULE "A"

### Patents and Patent Applications

#### 1. TITLE: WAVE ACTUATOR

Country	Application Serial Number	Patent Number
AU	2016250310	N/A
BR	1120170222310	N/A
CA	2982852	N/A
CN	2016/80035376.3	N/A
EU	16779377.7	N/A
IN	201737040214	N/A
JP	2017-554297	N/A
MX	MX/a/2017/013320	N/A
NZ	736946	N/A
RU	2017139577	N/A
US	15130916	9759270
US	15130922	9683612
US	15598149	N/A
US	62148175	N/A
US	62149594	N/A
US	62151284	N/A
PCT	CA2016050445	N/A

#### 2. TITLE: BUCKLING WAVE DISK/BUCKLED WAVE DISK

Country	Application Serial Number
CA	2948309
US	15309431
US	62075087
PCT	CA2015050393

#### 3. SYMMETRIC GEAR REDUCER/DIFFERENTIAL PLANETARY GEARBOX

Country	Application Serial Number
US	62559552
US	62560129
US	62576067
US	62590568
US	62591162
US	62593860
US	62622105
US	62630759