

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5209155

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GENESIS ADVANCED TECHNOLOGY HOLDINGS INC.	04/08/2018
RECEIVING PARTY DATA		
Name:	GENESIS ADVANCED TECHNOLOGY INC.	
Street Address:	20385 64TH AVENUE	
City:	LANGLEY	
State/Country:	CANADA	
Postal Code:	V2Y 1N5	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	15598149	
Patent Number:	9759270	
Patent Number:	9683612	
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	206-622-4900	
Email:	laurah@seedip.com	
Correspondent Name:	KEVAN L. MORGAN	
Address Line 1:	SEED INTELLECTUAL PROPERTY LAW GROUP LLP	
Address Line 2:	701 FIFTH AVENUE, SUITE 5400	
Address Line 4:	SEATTLE, WASHINGTON 98104	
ATTORNEY DOCKET NUMBER:	540088.403/404/404C1	
NAME OF SUBMITTER:	KEVAN L. MORGAN	
SIGNATURE:	/Kevan L. Morgan/	
DATE SIGNED:	10/26/2018	
Total Attachments: 7		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of April 8, 2018 (the "Effective Date"), is made by and between Genesis Advanced Technology Holdings Inc., a company incorporated under the laws of British Columbia ("Assignor"), and Genesis Advanced Technology Inc., a company incorporated under the laws of British Columbia ("Assignee") (each of Assignor and Assignee, a "Party," and, collectively, the "Parties").

WHEREAS, reference is made to the Asset Transfer Agreement, dated as of April 8, 2018, by and between Assignor and Assignee (the "Asset Transfer Agreement"), wherein Assignee agreed to purchase certain assets of Assignor;

WHEREAS, pursuant to the Asset Transfer Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's right, title, and interest in and to all Patents included in such assets, consisting of those patents and patent applications set forth on Schedule A attached hereto ("Assigned Patents");

WHEREAS, Assignor desires to sell, transfer, assign, convey, and deliver all of Assignor's right, title, and interest in and to the Assigned Patents to Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to the Assigned Patents.

NOW, THEREFORE, in consideration of the premises and covenants set forth in this Agreement and in the Asset Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intend to be legally binding hereby, each Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby accepts, for its own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, the sale, transfer, assignment, conveyance, and delivery of, all of Assignor's rights, title and interest in and to the Assigned Patents, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Assigned Patents, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor hereby authorizes and requests the Commissioner of Patents, or the applicable official, at the United States Patent and Trademark Office, and any official of any other jurisdiction or

organization whose duty it is to issue patents, or any legal equivalent thereof, to record Assignee as the assignee and the owner of all right, title, and interest in and to the Assigned Patents.

2. Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

3. Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement may be executed and delivered (including by e-mail or other form of electronic transmission) in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Genesis Advanced Technology Holdings Inc.

By: _____

Name:

Michael Gibney

Title:

President

Genesis Advanced Technology Inc.

By: _____

Name:

Michael Gibney

Title:

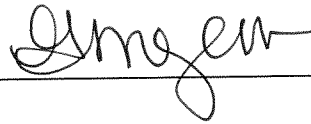
President

CERTIFICATE OF ACKNOWLEDGMENT

PROVINCE OF BRITISH COLUMBIA

ss.:

On this 8th day of April 2018, before me personally came Michael Gibney, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of Genesis Advanced Technology Holdings Inc., a company incorporated under the laws of British Columbia, and that he executed the foregoing instrument in the name of Genesis Advanced Technology Holdings Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said Genesis Advanced Technology Holdings Inc. for the uses and purposes therein mentioned.



Notary Public - Province of British Columbia Printed Name _____

My Commission Expires: N/A

GLYNNIS MORGAN
Barrister & Solicitor
McCarthy Tétrault LLP
SUITE 2400 - 745 THURLOW STREET
VANCOUVER, B.C. V6E 0C5
DIRECT 604-643-5977

EXHIBIT A**Assigned Patents**

Application Number	Application Date	Registration Number	Issue Date	Title	Jurisdiction
2874786	5/24/2013			RollerDrive (Camming)	CA
201380039144.1	5/24/2013			RollerDrive (Camming)	CN
EP13794351.0	5/24/2013			RollerDrive (Camming)	EP
236416	5/24/2013			RollerDrive (Camming)	IL
2018-001553	5/24/2013			Roller Drive (Camming)	JP
2015-512975	5/24/2013			RollerDrive (Camming)	JP
14/403942	5/24/2013			RollerDrive (Camming)	US
2948309	5/5/2015			Buckled wave disk	CA
15/309431	5/5/2015			Buckled wave disk	US
2016250310	4/15/2016			Wave Actuator	AU
11 2017 022231 0	4/15/2016			Wave Actuator	BR
2982852	4/15/2016			Wave Actuator	CA
unknown, recently filed	4/15/2016			Wave Actuator	CN
16779377.7	4/15/2016			Wave Actuator	EU
201737040214	4/15/2016			Wave Actuator	IN
MX/a/2017/013320	4/15/2016			Wave Actuator	MX
2017-554297	4/15/2016			Wave Actuator	JP
736946	4/15/2016			Wave Actuator	NZ
2017139577	4/15/2016			Wave Actuator	RU
15130916	4/15/2016	9759270	9/12/2017	Wave Actuator	US
15130922	4/15/2016	9683612	6/20/2017	Wave Actuator	US
15/598149	5/17/2017			Wave Actuator	US
62/642,940	3/14/2018			Speed change device	US
62/481,113				Torque enhancer	US
62/652,674	4/4/2018			Torque enhancer	US
62/481,755	4/5/2017			Orbiting Ring Rotary Output Device	US
62/513,431	5/31/2017			Torque amplifier	US
62/533,051	7/15/2017			Speed Change Device (T-Rex)	US
62/533,126	7/16/2017			Speed Change Device (T-Rex)	US
62/534,662	7/19/2017			Speed change device (T-Rex)	US
62/536,531	7/25/2017			Speed change	US

				device (T-Rex)	
62/567,227	10/2/2017			Self energizing roller drive	US
62/583,484	11/8/2017			Self energizing roller drive	US
62/594,374	12/1/2017			Encoder on gearbox output	US
2781051	6/27/2012			Slurry Pump	CA
2907702	3/21/2013			Slurry Pump	CA
14/779004	3/21/2013			Slurry Pump	US
2968714	11/24/2015			Reed Valve	CA
2017-527901	11/24/2015			Reed Valve	JP
201580072804.5	11/24/2015			Reed Valve	CN
EP2015863363.6	11/24/2015			Reed Valve	EP
201727020658	11/24/2015			Reed Valve	IN
10-2017-7017361	11/24/2015			Reed Valve	KR
15/529489	11/24/2015			Reed Valve	US
2732384	7/29/2009			Balance Training System	CA
14935062	11/6/2015	9744402	8/29/2017	Balance Training System	US
62/559,552	9/16/2017			Symmetric Gearbox (related 433-24 RollerDrive)	US
62/560,129	9/18/2017			Symmetric Gearbox (related 433-24 RollerDrive)	US
62/576,067	10/23/2017			Symmetric Gearbox (related 433-24 RollerDrive)	US
62/590,568	11/25/2017			Symmetric Gearbox (related 433-24 RollerDrive)	US
62/591,162	11/27/2017			Symmetric Gearbox (related 433-24 RollerDrive)	US
62/593,860	12/1/2017			Symmetric Gearbox (related 433-24 RollerDrive)	US
62/630,759	2/14/2018			Symmetric Gearbox (related 433-24 RollerDrive)	US
62/622,105	1/25/2018			Symmetric Gearbox (related 433-24 RollerDrive)	US

2968616	1/30/2015			Silent Drive (Hotchkiss actuator - GA	CA
15/115897	1/30/2015			Silent Drive (Hotchkiss actuator - GA	US
62/539,536	31/7/2017			Gear Roller Torque Transmit Device - GA	US
62/535,657	7/21/2017			Vehicle Suspension System - GA	US
62/541,779	8/6/2017			Vehicle Suspension System - GA	US