

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SMARTMOTION ERGONOMICS, LTD.	04/03/2018
RECEIVING PARTY DATA		
Name:	RONALD G. KLEIST	
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PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7234772
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	MTAIN 130873	
NAME OF SUBMITTER:	ABBEY E. MATEER	
SIGNATURE:	/AbbeyEMateer/	
DATE SIGNED:	12/27/2018	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "Patent Assignment"), dated as of the 2nd day of April 2018, is made by SMARTMOTION ERGONOMICS, LTD., a Hong Kong corporation, formerly known as SmartMotion Technology, Ltd., a Hong Kong corporation ("Seller") and RONALD G. KLEIST, an individual resident of the State of California ("Buyer").

Statement of Purpose:

A. Harold G. Wells ("Wells") is the inventor and record-owner of that certain patent issued by the United States Patent and Trademark Office ("USPTO") on or about June 26, 2007, titled "Articulated Seating Mechanism", as Patent No. 7,234,772.

B. On or about December 1, 2011, Wells conveyed, transferred and assigned to Buyer all of his ownership interests in Patent No. 7,234,772, together with all rights associated therewith.

C. On or about January 8, 2014, Buyer conveyed, transferred and assigned to Seller all of his ownership interests in Patent No. 7,234,772, together with all rights associated therewith.

D. On or about even date herewith, Seller and Buyer have entered into that certain Transition and Stock Purchase Agreement ("Transition Agreement") pursuant to which Seller conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller including re-conveying all of Seller's ownership interests in Patent No. 7,234,772, together with all rights associated therewith, to Buyer and have agreed to execute and deliver this Patent Assignment for recording with governmental authorities including, but not limited to, the USPTO.

Agreement:

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and promises contained herein and in the Transition Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. In consideration of the execution of the Transition Agreement, the payment of the consideration stipulated in the Transition Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts all of Seller's right, title and interest in and to the following (the "Assigned Patent Rights"):

- (i) The patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

- (ii) All rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (iii) Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;
- (iv) Any and all drawings, specifications, pictures, sketches, videos or depictions thereof;
- (v) Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with right but no obligation to sue for such legal or equitable relief and to collect, or recover, any such damages.

2. Recordation and Further Actions. Seller and Buyer each authorize the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Buyer. Seller and Buyer shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations or other similar items, to ensure that the Assigned Patent Rights are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Transition Agreement. The terms of the Transition Agreement including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patent Rights are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Transition Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Transition Agreement and the terms hereof, the terms of the Transition Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment shall be construed, interpreted, enforced and governed according to the laws, statutes, cases, rules and regulations of the United State of America and the State of Georgia.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed in their corporate names and their corporate seals to be hereunto affixed, by and through their respective duly authorized officers, under seal, all as of the day, month and year first above written.

BUYER:



RONALD G. KLEIST

SELLER:

SMARTMOTION ERGONOMICS, LTD., a
Hong Kong corporation, formerly known as
SmartMotion Technology, Ltd., a Hong Kong
corporation

By: 

Name: Anton Whiley

Its: President/Chief Executive Officer

Schedule 1

1. U.S. Patent No. 7,234,772, "Articulated Seating Mechanism" issued June 26, 2007

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