

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5410569

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
059312 N.B. INC.	02/28/2019
RECEIVING PARTY DATA	
Name:	R.S.T. INSTRUMENTS LTD.
Street Address:	11545 KINGSTON ST
City:	MAPLE RIDGE, BC
State/Country:	CANADA
Postal Code:	V2X 0Z5
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7296363
Patent Number:	9777568
Application Number:	14888628
CORRESPONDENCE DATA	
Fax Number:	(949)823-6994
<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:	949-760-9600
Email:	IPNB@omm.com
Correspondent Name:	O'MELVENY & MYERS LLP / A. DOLAK
Address Line 1:	610 NEWPORT CENTER DRIVE
Address Line 2:	17TH FLOOR
Address Line 4:	NEWPORT BEACH, CALIFORNIA 92660-6429
ATTORNEY DOCKET NUMBER:	689,947-001
NAME OF SUBMITTER:	ANDREW S. DOLAK
SIGNATURE:	/Andrew S Dolak/
DATE SIGNED:	03/07/2019
Total Attachments: 9	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made the 28th day of February, 2019,

BY AND BETWEEN:

R.S.T. INSTRUMENTS LTD.,
a corporation existing under the laws of the
Province of British Columbia

(the "**Purchaser**");

AND:

059312 N.B. INC.,
a corporation existing under the laws of the
Province of New Brunswick

("059", and collectively with the Purchaser, the
"**Parties**").

WHEREAS pursuant to an Asset and Share Purchase Agreement of even date herewith (the "**Purchase Agreement**") by and among, *inter alia*, the Purchaser and 059, the Purchaser is purchasing, as of 12:01 a.m. on the date hereof (the "**Effective Time**"), the Purchased Assets, the whole upon and subject to the terms and conditions set out therein;

AND WHEREAS pursuant to the Purchase Agreement, and for the purpose of assigning to the Purchaser that portion of the Purchased Assets that consists of 059's rights, title and interest of 059, as of the date hereof, in, to and under, the Assigned IP (as defined below), the Parties wish to formally acknowledge such assignment in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT subject to the terms and conditions hereinafter set forth, in consideration of the respective covenants and agreements of the Parties contained herein and in the Purchase Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Defined Terms

Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

1.2 Rules of Construction

(a) The preamble and recitals to this Agreement are incorporated herein by reference and are deemed to be an integral part of this Agreement.

- (b) Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:
- (i) the terms "Agreement", "this Agreement", "the Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Intellectual Property Assignment Agreement in its entirety and not to any particular provision hereof;
 - (ii) references to an "Article" or "Section" followed by a number or letter refer to the specified Article or Section of this Agreement;
 - (iii) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
 - (iv) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;
 - (v) the word "including" is deemed to mean including without limitation;
 - (vi) the word "or" shall be non-exclusive, meaning that where two items or other provisions of this Agreement are separated by the word "or", the existence of one item or other provision of this Agreement shall not be deemed to be exclusive of the existence of the other, such that the word "or" shall be deemed to include the word "and", except if the word "or" is immediately preceded by the word "either"; and
 - (vii) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time.

1.3 Entire Agreement

This Agreement and the Purchase Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein and in the Purchase Agreement.

1.4 Governing Law and Submission to Jurisdiction

(a) This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(b) Each of the Parties irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any proceeding arising out of or relating to this Agreement, (ii) agrees to commence such a proceeding in Toronto, Ontario, and to cooperate and use its commercially reasonable efforts to bring the proceeding before the Ontario Superior Court of Justice (Commercial List), (iii) waives any objection that it might

otherwise be entitled to assert to the jurisdiction of such courts, and (iv) agrees not to assert that such courts are not a convenient forum for the determination of any such proceeding.

1.5 Severability

Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but the invalidity or unenforceability of any provision or portion of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision or portion of any provision, in any other jurisdiction.

ARTICLE 2 ASSIGNMENT OF INTELLECTUAL PROPERTY

2.1 Assignment

Subject to and in accordance with the terms and conditions of the Purchase Agreement, as and from the Effective Time, for good and valuable consideration paid by the Purchaser to 059 pursuant to the Purchase Agreement, the receipt and sufficiency of which 059 hereby acknowledges, 059 hereby sells, assigns and transfers to the Purchaser all the rights, title and interest of 059 in, to and under the Intellectual Property owned by 059 in connection with the Business, which, for greater certainty, shall include the Intellectual Property listed in Schedule A hereto (collectively, the “**Assigned IP**”), free and clear of all Encumbrances, other than any Permitted Encumbrances.

2.2 Acceptance

Subject to and in accordance with the terms and conditions of the Purchase Agreement, as and from the Effective Time, the Purchaser hereby accepts the assignment and transfer contained in Section 2.1.

2.3 Recording of Assigned IP in name of the Purchaser

059 hereby authorizes the Purchaser to request the relevant intellectual property offices to record the Purchaser as the assignee and the owner of the Assigned IP and 059 shall, upon request of the Purchaser and without further consideration, cooperate with and take all reasonably necessary steps to record the Purchaser as the assignee and owner of the Assigned IP, including causing any administrative or technical contact(s) associated with the Assigned IP to take all steps as may be reasonably necessary to effect the transfer and recordation of the Assigned IP to the Purchaser.

2.4 Non-Assigned Assets

The Parties acknowledge and agree that Section 7.8 (Non-Assigned Assets) of the Purchase Agreement shall apply to the Assigned IP and is hereby incorporated by reference and forms an integral part of this Agreement.

ARTICLE 3
GENERAL

3.1 Paramountcy

- (a) This Agreement is made between the Parties in further assurance of the completion of the transactions contemplated by the Purchase Agreement and subject to all of the representations, warranties, covenants, indemnities, limitations of liability and other provisions contained therein. For the avoidance of doubt, the provisions of this Agreement shall not merge or be superseded by, and shall survive the consummation of, the transactions contemplated by the Purchase Agreement.
- (a) Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and prevail to the extent of the conflict or inconsistency.

3.2 Successors and Assigns

This Agreement becomes effective only when executed by the Parties and shall enure to the benefit of and shall be binding on and enforceable by and against the Parties and, where the context so permits, their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, including to any Person that acquires all or substantially all of the assets of the Purchaser or acquires control of the Purchaser, whether any such transaction is structured as a sale of shares, a sale of assets, an amalgamation or otherwise.

3.3 Further Assurances

Each of the Parties hereto shall, at all times after the date hereof and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered, at the expense of the requesting Party, all further acts documents and things as may be required or necessary for the purposes of giving effect to this Agreement, including such other instruments of sale, transfer, conveyance, assignment, confirmation, certificates and other instruments as may be reasonably requested in order to more effectively transfer, convey and assign the Assigned IP and to carry out the transactions contemplated herein.

3.4 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including, for the avoidance of doubt, PDF, e-mail, facsimile or other means of electronic transmission), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

[Remainder of page intentionally left blank; Signatures follow.]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first above written.

I, name Randy Scanks

residing at

address: Surrey, B.C.

hereby declare that I was personally present and did see the person signing on behalf of

~~059312 N.B. Inc.~~ R.S.T. Instruments Ltd.

who is personally known to me, duly sign and execute this

Intellectual Property Assignment Agreement

SIGNED & DELIVERED
in the presence of:

WITNESS

R.S.T. INSTRUMENTS LTD.

By:

Name: Bruce Ripley

Title: CEO

I, name _____

residing at

address: _____

hereby declare that I was personally present and did see the person signing on behalf of

059312 N.B. Inc.,

who is personally known to me, duly sign and execute this

Intellectual Property Assignment Agreement

SIGNED & DELIVERED
in the presence of:

WITNESS

059312 N.B. INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first above written.

I, name _____, residing at

address _____,

hereby declare that I was personally present and did see the person signing on behalf of 059312 N.B. Inc., who is personally known to me, duly sign and execute this Intellectual Property Assignment Agreement

**SIGNED & DELIVERED
in the presence of:**

WITNESS

R.S.T. INSTRUMENTS LTD.

By: _____
Name: Bruce Ripley
Title:

I, name Michael Connors, residing at

address Fredericton NB,

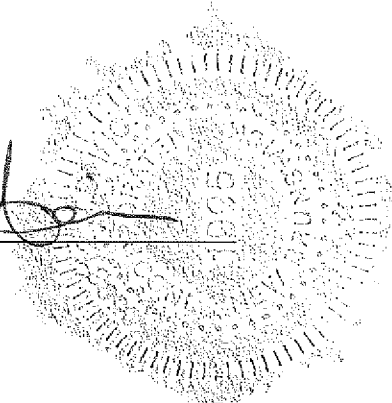
hereby declare that I was personally present and did see the person signing on behalf of 059312 N.B. Inc., who is personally known to me, duly sign and execute this Intellectual Property Assignment Agreement

**SIGNED & DELIVERED
in the presence of:**

[Signature]
WITNESS

059312 N.B. INC.

By: [Signature]
Name:
Title:



SCHEDULE A
Certain Intellectual Property

See attached.

Schedule A - Intellectual Property Registrations and Applications

Country	Application Filing Date	Application No.	Registration No.	Title	Case Status	Case Ref.
European Patent Office	2005-12-02	05817548.0	EP1955013	"Shape-Acceleration Measurement Device and Apparatus"	Application allowed	PEP25474
Canada	2014-05-01	2,911,178		"Cyclical Sensor Array"	Pending	PCA25657-2
Canada	2014-05-01	2,911,175		"Bipartite Sensor Array"	Pending	PCA25658-2
China	2014-05-01	201480024296.9	CN105452805	"Cyclical Sensor Array"	Registered	PCN25657
China	2014-05-01	201480024318.1	CN105393082	"Bipartite Sensor Array"	Registered	PCN25658
European Patent Office	2014-05-01	1479142.4	EP2992296	"Cyclical Sensor Array"	Pending	PEP25657
European Patent Office	2014-05-01	14791413.9	EP2992297	"Bipartite Sensor Array"	Pending	PEP25658
Republic of Korea	2014-05-01	10-2015-7033550	20160003772	"Bipartite Sensor Array"	Pending	PKR25657
Republic of Korea	2014-05-01	10-2015-7033549	20160003088	"Bipartite Sensor Array"	Pending	PKR25658
Canada	2013-05-02	2,815,199		"Cyclical Sensor Array"	Pending	PCA25657
Canada	2013-05-02	2,815,195		"Bipartite Sensor Array"	Pending	PCA25658
Japan	2005-12-02	2008-542567	JP5264497	"Shape-Acceleration Measurement Device and Apparatus"	Registered	PJP25474
United States of America	2005-06-22	11/160,401	7,296,363	"Shape-Acceleration Measurement Device and Method"	Registered	PUS25107
Canada	2004-06-25	2,472,421		"Shape-Acceleration Measurement Device And Method"	Issued Patent	PCA25107
Canada	2004-06-25	2,747,236		"Shape-Acceleration Measurement Device And Method"	Issued Patent	PCA25107-DIV1
Germany	2005-07-14	05254399.8		"Shape-Acceleration Measurement Device and Method"	Registered	PDE25107
Germany	2005-12-02	05817548.0	602005054778	"Shape-Acceleration Measurement Device and Method"	Registered	

France	2005-07-14	05254399.8		"Shape-Acceleration Measurement Device and Method"	Registered	PFR25107
France	2005-12-02	05817548.0	1955013	"Shape-Acceleration Measurement Device and Method"	Registered	
United Kingdom	2005-07-14	05254399.8		"Shape-Acceleration Measurement Device and Method"	Registered	PGB25107
United Kingdom	2005-12-02	05817548.0	1955013	"Shape-Acceleration Measurement Device and Method"	Registered	
Italy	2005-07-14	05254399.8		"Shape-Acceleration Measurement Device and Method"	Registered	PIT25107
Japan	2005-06-27	2005-186718	JP5352039	"Shape-Acceleration Measurement Device and Method"	Registered	PJP25107
Japan	2014-05-01	20160510911T	2016-520826	"Cyclical Sensor Array"	Pending	
Hong Kong	2016-05-13	16105518	HK1217532	"Bipartite Sensor Array"	Pending	PHK25657
Hong Kong	2016-05-13	16105520.0	HK1217533	"Cyclical Sensor Array"	Issued Patent	
United States of America	2014-05-01	14/888,607	US9,777,568	"Bipartite Sensor Array"	Registered	PUS25658
United States of America	2014-05-01	14/888,628	2016-0108719	"Cyclical Sensor Array"	Pending	