## 505393722 03/26/2019

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SCOTT SANTORO	03/21/2019
LANCE DAVID HOWITT	03/21/2019

### **RECEIVING PARTY DATA**

Name:	FLUXWERX ILLUMINATION INC.
Street Address:	9255 194TH STREET
City:	SURREY
State/Country:	CANADA
Postal Code:	V4N 4G1

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29552875

#### **CORRESPONDENCE DATA**

**Fax Number:** (604)681-4081

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.

**Phone:** 604-669-3432

Email: mail@patentable.com

Correspondent Name: LULU HUNG

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ATTORNEY DOCKET NUMBER:	F417 0039/TWB
NAME OF SUBMITTER:	THOMAS W. BAILEY
SIGNATURE:	/ThomasWBailey/
DATE SIGNED:	03/26/2019

### **Total Attachments: 3**

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PATENT 505393722 REEL: 048699 FRAME: 0854

# CONFIRMATION OF OWNERSHIP AND CONFIRMATORY ASSIGNMENT OF DESIGN AND RELATED PATENT RIGHTS

WHEREAS THE FOLLOWING PERSON OR PERSONS:

Scott Santoro 204 67<sup>th</sup> Street Delta, British Columbia V4L 1M1 Canada Lance David Howitt
2258 Alder Street
Vancouver, British Columbia V6H 2R9
Canada

each an Assignor, is the inventor or a co-inventor if more than one Assignor is named, of a new design (the "Design") described and/or claimed in US design patent application No. 29/552,875 filed 26 January 2016 entitled **SUSPENDED BOX LUMINAIRE** (the "Application(s)");

AND WHEREAS, Fluxwerx Illumination Inc. (the "Assignee"), whose address is 9255 194<sup>th</sup> Street, Surrey, British Columbia, V4N 4G1, Canada, has acquired the entire worldwide right, title, and interest in and to: the Design, the Application(s), and all patents and similar registrations which may be granted on or as a result thereof in all countries;

In consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor confirms that Assignee is the owner of all right, title and interest in and to the Design and the Application(s), and, for greater certainty, to the full extent that he or she has not done so previously, he or she does hereby, sell, assign, transfer, and set over to the Assignee the entire worldwide right, title, and interest in and to:

- the Design;
- the Application(s);
- all continuations, divisions, renewals of, or substitutes for the Application(s);
- the right to file counterparts to the Application(s) in all countries and regions;
- the right to claim priority from the Application(s) in all countries and regions;
- each and every additional application that claims any part of the Design;
- each and every additional application that is in any way based on or claims priority from or corresponds to the Application(s);
- all patents or design registrations which may be granted on or as a result thereof;
- any reissue or reissues of such patents; and
- all causes of action and rights to bring suit for past, present, and future infringement thereof and all claims for and rights to collect damages, profits, and all other remedies and relief in respect thereof, including other compensation in respect of pre-grant activities;

the same to be held and enjoyed by the Assignee, its successors, assigns, nominees, or legal representatives, to the full end of the term or terms for which such patents or design registrations respectively may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by the Assignor(s), had this Assignment, sale, and transfer not been made.

PATENT REEL: 048699 FRAME: 0855 Each Assignor hereby covenants that he or she: has full right to convey the entire interest herein assigned; has not encumbered the rights and properties transferred by this Assignment in any manner; has not executed and will not execute any agreement to transfer any rights in the Design and/or the Application(s) to anyone other than the Assignee; and has not executed and will not execute any agreement that is otherwise in conflict herewith.

Each Assignor promises that he or she shall:

- each time a request is made and without undue delay, execute and deliver all such papers
  as may be necessary or desirable to perfect the title to the Design, the Application(s), the
  patents, and design registrations in the Assignee, its successors, assigns, nominees, or
  legal representatives;
- each time a request is made and without undue delay execute and deliver such additional
  papers the Assignee considers to be necessary or desirable for use in: prosecution of the
  applications; interference proceedings involving the applications or patents; oppositions
  involving the applications or patents; applications to reissue or re-examine the patents; or
  filing additional applications to protect the Design in any country;
- communicate to the Assignee, or its nominees, all known facts respecting the Design, the Application(s), and said patents and assist in the ascertainment of facts and the production of evidence relating to the Design, the applications, the design registrations, or the patents;
- testify in any legal proceedings;
- sign all lawful papers;
- execute all disclaimers and divisional, continuing, reissue, and foreign applications;
- make all rightful oaths; and
- generally to do everything possible to aid the Assignee, its successors, assigns, nominees, and legal representatives to obtain and enforce for its or their own benefit, proper protection for the Design in all countries;

all at the expense, however, of the Assignee or its successors, assigns, nominees, or legal representatives.

Each Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents, and their successors, as his or her agents and attorneys-in-fact, to act on the Assignor(s)'s behalf and instead of the Assignor(s), to execute and file applications to protect the Design in all countries, and to do all other proper lawfully permitted acts to further the assignment, prosecution, and issuance of protection for the Design with the same legal force and effect as if executed by the Assignor(s). This power of attorney shall be deemed coupled with an interest and is irrevocable.

Each Assignor hereby authorizes and requests any official of any country or countries whose duty it is to issue patents on applications to issue to the Assignee, its successors, assigns, nominees, or legal representatives all patents and design registrations for the Design in accordance with the terms of this Assignment.

PATENT REEL: 048699 FRAME: 0856

## Declarations of Assignor(s) for United States

Each Assignor hereby declares that:

**RECORDED: 03/26/2019** 

- 1. The above-identified Application(s) was made or authorized to be made by me;
- 2. I believe that I am the original inventor or an original joint inventor of a claimed invention in the Application(s); and
- 3. I hereby acknowledge that any willful false statement made in this Declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

EXECUTED at	Surrey, BC	this 21st day of March	20 19	
Witnessed by:	(place of signature)	Scott Santoro		
Printed Name:	Daniel Fortin			
EXECUTED at	Vancouver, BC (place of signature)	this 21st day of March  Lance David Howitt	20 19	
Witnessed by:	////			
Printed Name:	Julie Trant			
	******************************	***************************************		

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REEL: 048699 FRAME: 0857