

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5534011

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IAN EDWARD TRIP	05/02/2019
RONALD F. HOWARTH	05/02/2019
JOLLY VINCENT PANGAN NEPOMUCENO	05/02/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	QUANTA ASSOCIATES, L.P.
<b>Street Address:</b>	2800 POST OAK BLVD.
<b>Internal Address:</b>	SUITE 2600
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77056
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16404465
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(713)522-8889
<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>	7135226565
<b>Email:</b>	mark@oathoutlaw.com
<b>Correspondent Name:</b>	MARK A. OATHOUT
<b>Address Line 1:</b>	3701 KIRBY DR.
<b>Address Line 2:</b>	SUITE 960
<b>Address Line 4:</b>	HOUSTON, TEXAS 77098
<b>ATTORNEY DOCKET NUMBER:</b>	PWR115A
<b>NAME OF SUBMITTER:</b>	MARK OATHOUT
<b>SIGNATURE:</b>	/Mark Oathout/
<b>DATE SIGNED:</b>	05/21/2019
<b>Total Attachments: 6</b>	
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## ASSIGNMENT

I. WHEREAS WE, **IAN EDWARD TRIP** ("I. Trip"), **RONALD F. HOWARTH** ("R. Howarth") and **JOLLY VINCENT PANGAN NEPOMUCENO** ("V. Nepomuceno"), all having a postal address of 275 Waterloo Avenue, Penticton, British Columbia, Canada, V2A 7J3, being hereinafter, individually and collectively referred to as the "**Co-Inventor Assignors**", are co-inventors of certain inventions or improvements described, or described and claimed, in a yet to be filed continuation-in-part United States Patent Application and a corresponding Canadian Patent Application, and in corresponding Argentina and Patent Cooperation Treaty Patent Applications that may be filed (hereinafter the "**CIP Applications**"), entitled:

### **LOCKING GROUNDING CLAMP**

II. AND WHEREAS:

A. **Quanta Services, Inc.** having a postal address of 2800 Post Oak Blvd., Suite 2600, Houston, Texas, U.S.A. 77056-6175 and **Waycon Manufacturing Ltd.** ("**Waycon Manufacturing**"), having a postal address of 275 Waterloo Avenue, Penticton, British Columbia, Canada, V2A 7J3, entered into a "Confidentiality, Non-disclosure, and Intellectual Property Agreement" dated March 9, 2016 (the "IP Agreement");

B. Waycon Manufacturing may own an interest in an to the said inventions, improvements and said CIP Applications by operation of the IP Agreement or otherwise;

C. I. Trip, R. Howarth and V. Nepomuceno, as employees, agents or contractors of one or more of Waycon Manufacturing, and its Affiliates (as defined in the IP Agreement), namely, **T 173 Enterprises Ltd.** ("**T 173**"), an amalgamation of Waycon Innovation Inc. and T 173 Enterprises Ltd., and **OMH Innovations Inc.** ("**OMH Innovations**") are providing certain research and development services to one or more of Quanta Services, Inc. and its Affiliates (as defined in the IP Agreement); and

D. One or more of Waycon Manufacturing, T 173 and OMH Innovations own or may own an interest in and to the said inventions, improvements and said CIP Applications by reason of one or more of the following, namely, contracts, arrangements or otherwise, whether express or implied, including without limitation contracts of employment or intellectual property ownership agreements.

III. AND WHEREAS:

A. **QUANTA ASSOCIATES, L.P.** (hereinafter the "**Assignee**"), having a postal address of 2800 Post Oak Blvd, Suite 2600, Houston, Texas, U.S.A. 77056-6175 is an Affiliate (as defined in the IP Agreement) of Quanta Services, Inc., and is the owner of United States Patent Application No. 62/330,377 filed May 2, 2016 and United States Patent Application No. 15/584,888 filed May 2, 2017 both entitled *Locking Grounding Clamp*, and remains desirous of owning and wishes to confirm its ownership of, as the case may be, the entire right, title and interest in and to the said inventions and improvements, and in and to the said CIP Applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries; and

B. Waycon Manufacturing wishes to continue providing research and development services to one or more of Quanta Services, Inc. and its Affiliates (as defined in the IP Agreement).

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, being all of the Co-Inventor Assignors, Waycon Manufacturing, T 173, OMH Innovations and Quanta Services, Inc. to the extent of their respective right, title and interest in and to the said inventions and improvements and the said CIP Applications, (the Co-Inventor Assignors, Waycon Manufacturing, T 173, OMH Innovations and Quanta Services, Inc. being hereinafter individually and collectively referred to as the "**Assignors**"), do hereby sell, assign, transfer and set over to the Assignee, the following:

- a) the right to claim priority to any of:
  - i) the CIP Applications, and
  - ii) any other patent applications that are referred to below in sub-paragraphs (b)(ii – iv) inclusive (hereinafter the "Related Applications");
- b) the entire right, title and interest in, to and under:
  - i) the said inventions and improvements, and CIP Applications, and in and to any and all improvements thereto, and
  - ii) any and all patent applications directed to any of the said inventions and improvements, and any improvements thereto; and
  - iii) any and all patent applications claiming priority from any of the CIP Applications and patent applications referred to in this paragraph (b) including without limitation all foreign, national and regional phase entry patent applications, and
  - iv) any and all continuations, continuations-in-part, divisions, renewals of, substitutes or the like for any of the CIP Applications and patent applications referred to in this paragraph (b), and
  - v) all Letters Patent that may be granted on or as a result of any of the CIP Applications and Related Applications, and
  - vi) all reissues, reexaminations and extensions of said Letters Patent;
- c) the right to be granted a patent on, or as a result of, any of the CIP Applications and Related Applications including without limitation the right to be granted a patent in Patent Cooperation Treaty contracting states; and
- d) any and all causes of action which may exist by reason of infringement of any of the foregoing, and any and all damages arising from past, present and future violations

thereof.

AND without limiting the generality of the foregoing, all of the Assignors do hereby assign to and authorize the Assignee to file and prosecute in their names applications for Letters Patent for said inventions and improvements in the United States of America, Canada and all other countries, or Patent Cooperation Treaty applications or other regional or national applications, the same to be granted to, and held and enjoyed by, the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this assignment, sale and transfer not been made.

AND all of the Assignors hereby covenant that we have full right to convey the entire interest hereby assigned and that we have not executed and will not execute any agreement in conflict herewith, and all of the Assignors further covenant and agree that we will, each time request is made by the Assignee and without undue delay or further compensation whether monetary or otherwise, execute and deliver in a timely manner all such papers as may be necessary or desirable to perfect the title to said inventions and improvements, said CIP Applications, said Related Applications and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and we agree to promptly communicate to the Assignee, or its nominees, all known facts respecting said inventions and improvements, said CIP Applications, said Related Applications, and said Letters Patent, and without further compensation whether monetary or otherwise, and in a timely fashion, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to 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 patent protection for said inventions and improvements in any and all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives.

AND we, the Assignors, hereby authorize and request the Commissioner of Patents of the United States, Canada and any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions and improvements, which may be issued and granted on or as a result of the CIP Applications and applications aforesaid, in accordance with the terms of this Assignment.

AND we, the Assignors, hereby authorize and request the Assignee's patent agent/attorney, to insert here (United States Patent Application No. 16/404,465 *MR* filed May 6, 2019) and (Canadian Patent Application No. \_\_\_\_\_) filed \_\_\_\_\_, (Argentina Patent Application No. \_\_\_\_\_) and (PCT Patent Application No. \_\_\_\_\_) filed \_\_\_\_\_ the filing date and application number of the said CIP Applications when known.

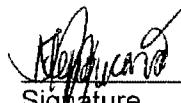
THIS Assignment may be executed in several counterparts, each of which will be

deemed to be an original and all of which will together constitute one and the same instrument.

**EXECUTED** at Penticton, British Columbia this 2 day of May, 2019.

  
\_\_\_\_\_  
**IAN EDWARD TRIP**


**WITNESSED** at Penticton, British Columbia this 2 day of May, 2019.

  
\_\_\_\_\_  
Signature  
Vincent Nepomuceno  
\_\_\_\_\_  
Print witness name

**EXECUTED** at Penticton, British Columbia this 2 day of May, 2019.

  
\_\_\_\_\_  
**RONALD F. HOWARTH**


**WITNESSED** at Penticton, British Columbia this 2 day of May, 2019.

  
\_\_\_\_\_  
Signature  
Vincent Nepomuceno  
\_\_\_\_\_  
Print witness name

**EXECUTED** at Penticton, British Columbia this 2 day of May, 2019.

  
\_\_\_\_\_  
**JOLLY VINCENT PANGAN NEPOMUCENO**

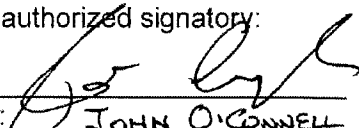
**WITNESSED** at Penticton, British Columbia this 2 day of May, 2019.

  
\_\_\_\_\_  
Signature  
RONALD HOWARTH  
\_\_\_\_\_  
Print witness name

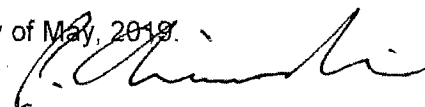
EXECUTED at Penticton, British Columbia this 2 day of May, 2019.

**WAYCON MANUFACTURING LTD.**

By its authorized signatory:

  
Name: JOHN O'CONNELL  
Title: PRESIDENT

WITNESSED at Penticton, British Columbia this 2 day of May, 2019.

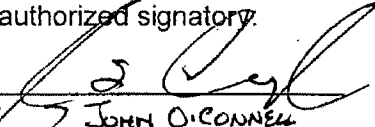
  
Signature

PAUL CHERWINSKI  
Print witness name

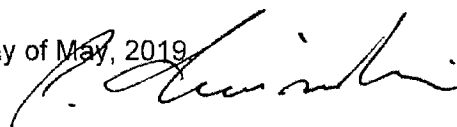
EXECUTED at Penticton, British Columbia this 2 day of May, 2019.

**T 173 ENTERPRISES LTD.**

By its authorized signatory:

  
Name: JOHN O'CONNELL  
Title: DIRECTOR

WITNESSED at Penticton, British Columbia this 2 day of May, 2019.

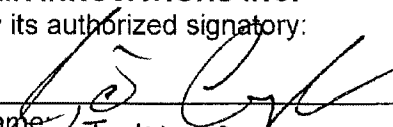
  
Signature

PAUL CHERWINSKI  
Print witness name

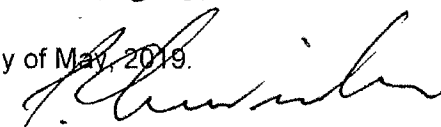
EXECUTED at Penticton, British Columbia this 2 day of May, 2019.

**OMH INNOVATIONS INC.**

By its authorized signatory:

  
Name: JOHN O'CONNELL  
Title: DIRECTOR

WITNESSED at Penticton, British Columbia this 2 day of May, 2019.

  
Signature

PAUL CHERWINSKI  
Print witness name

EXECUTED at Houston, TX, U.S.A., this 6<sup>TH</sup> day of May, 2019.

**QUANTA SERVICES, INC.**

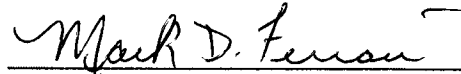
By its authorized signatory:



Name: Donald C. Wayne

Title: Executive Vice President and General Counsel

WITNESSED at Houston, TX, U.S.A., this 6<sup>TH</sup> day of May, 2019.



Signature

Mark D. Ferrari

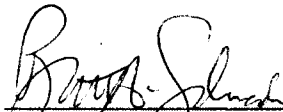
Print witness name

**STATEMENT OF ACCEPTANCE**

The foregoing Assignment is hereby accepted this 6<sup>TH</sup> day of May, 2019.

**QUANTA ASSOCIATES, L.P.**

By its authorized signatory:



Name: Brett A. Schrader

Title: Vice President