# 505487244 05/21/2019

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
ROBERT DALE WICKS	05/03/2019

### **RECEIVING PARTY DATA**

Name:	QUANTA ASSOCIATES, L.P.
Street Address:	2800 POST OAK BLVD.
Internal Address:	SUITE 2600
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16404465

### **CORRESPONDENCE DATA**

**Fax Number:** (713)522-8889

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:** 7135226565

Email: mark@oathoutlaw.com
Correspondent Name: MARK A. OATHOUT
Address Line 1: 3701 KIRBY DR.

Address Line 2: SUITE 960

Address Line 4: HOUSTON, TEXAS 77098

ATTORNEY DOCKET NUMBER:	PWR115A
NAME OF SUBMITTER:	MARK OATHOUT
SIGNATURE:	/Mark Oathout/
DATE SIGNED:	05/21/2019

## **Total Attachments: 6**

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> PATENT REEL: 049246 FRAME: 0206

### **ASSIGNMENT**

I. WHEREAS I, ROBERT DALE WICKS ("R. Wicks"), having a postal address of 745 Ontario Street, Penticton, British Columbia, Canada V2A 4S4, being hereinafter referred to as the "Co-Inventor Assignor"), am a co-inventor 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. R. Wicks, as employee, agent or contractor 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"**) provided 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 the intellectual property ownership and Confidentiality Agreement with R. Wicks.

#### 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

1

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 Assignor, 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 Assignor, 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:
  - 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

2

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 Assign	nors, hereby authori	ize and requ	uest the	Assignee's r	patent 4 4
agent/attorney, to insert here	(United States Paten	t Application	No. 161	404.465	- AE
filed May 6, 2019	) and (Canadian P				
filed)	, (Argentina Patent /				
filed	) ar	nd (PCT	Patent	Application	No.
file	d	) the filing	date and	application nu	ımber

of the said CIP Applications when known.

R. Wicks hereby acknowledges and agrees that he has been advised by Antony C. Edwards, Field LLP dba Field Law, Donna L. Caswell and Horsepower IP to obtain independent legal advice with respect to his rights and obligations under this Assignment including without limitation with respect to said inventions and improvements, said CIP Applications and said Related Applications, and that if he does not obtain independent legal advice, he is not represented by legal counsel with respect to the said inventions and improvements, said CIP Applications, said Related Applications, and this Assignment.

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	BC	, this <u>03</u> day of May, 2019.
		Di.
		ROBERT DALE WICKS
WITNESSED at Pentrutun	<u>BC</u>	, this day of May, 2019.
		Mala
		Signature

4

<b>EXECUTED</b> at Penticton, British Columbia, this	day of May, 2019.	
	WAYCON MANUFACTURING By its authorized signatory:	3 LTD.
	Name JOHN O'CONDELL Title: President	·········
WITNESSED at Penticton, British Columbia this _	2 day of May, 2019.	
	AAden	
	Signature	
	Cirsten Adams Print witness name	
	t till withess hame	
<b>EXECUTED</b> at Penticton, British Columbia, this _	2_ day of May, 2019.	
	T 173 ENTERPRISES LTD. By its authorized signatory:	/
	_///	
	Name JOHN CHONNEY	
WITNESSED at Penticton, British Columbia, this	day of May, 2019.	
,	K Adam	
	Signature	
	Print witness name	
	1 Till Willess Harrie	
<b>EXECUTED</b> at Penticton, British Columbia, this _	day of May, 2019.	
	OMH INMOVATIONS INC.	,
	By its authorized signatory:	Ŧ
	Name John O'CONNEL	
	Name: JOHN O'CONNEL	L
WITNESSED at Penticton, 3c	, this day of May, 2019.	
,	16 100	
	Signature	
	Einsten Adams	
	Print witness name	

EXECUTED at HOUSTON, TX, U.S.A.	, this day of May, 2019.
	QUANTA SERVICES, INC. By its authorized signatory:  Doll C. Dayne  Name: Donald C. Wayne  Title: Executive Vice President and General Cross
WITNESSED at HOUSTON, TX, U.S.A.	_, this day of May, 2019.

# **STATEMENT OF ACCEPTANCE**

6TH day of May, 2019. The foregoing Assignment is hereby accepted this \_

QUANTA ASSOCIATES, L.P.

By its authorized signatory:

6