

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5536340

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRUNG DUC PHAM	09/29/2016
ALAN WING HOR CHENG	09/29/2016
MARC RASHAD BISHARA	09/29/2016
CLIFTON PEREIRA (DECEASED)	10/10/2018
TRUNG DUC PHAM (CEO FOR ASSIGNEE)	10/10/2018
RECEIVING PARTY DATA	
Name:	AXIS LABS, INC.
Street Address:	103 THE QUEENSWAY AVENUE
Internal Address:	SUITE 2002
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M6S 5B3
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16161877
CORRESPONDENCE DATA	
Fax Number:	
<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:	202-408-6470
Email:	SG.Sophir.AllOthers@dentons.com, ipt.docketchi@dentons.com, patents.us@dentons.com
Correspondent Name:	DENTONS US LLP (SOPHIR-ALL OTHERS)
Address Line 1:	P. O. BOX 061080
Address Line 4:	CHICAGO, ILLINOIS 01111-0001
ATTORNEY DOCKET NUMBER:	AXIS0004-US-CON
NAME OF SUBMITTER:	ERIC L. SOPHIR
SIGNATURE:	/Eric L. Sophir/
DATE SIGNED:	05/22/2019

Total Attachments: 14

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ASSIGNMENT

WHEREAS Trung Duc PHAM, Alan Wing Hor CHENG and Marc Rashad BISHARA (referred to as "ASSIGNOR") has/have invented certain new and useful improvements in an invention entitled

EXTERNAL MOTOR DRIVE SYSTEM FOR WINDOW COVERING SYSTEM WITH CONTINUOUS CORD LOOP,

- for which a utility application for a United States Patent was filed with the United States Patent and Trademark Office on _____, Serial Number _____; and
- for which an application for a United States Patent is being submitted to the United States Patent and Trademark Office herewith; and

WHEREAS, AXIS LABS, INC., 103 THE QUEENSWAY AVENUE, SUITE 2002, TORONTO, ON M6S 5B3, (hereinafter referred to as the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells and transfers to said ASSIGNEE, and to ASSIGNEE'S successors and assigns, ASSIGNOR'S entire right, title and interest in and to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any patent application claiming priority to the application, or any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted; and authorize and request the Commissioner of Patents of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereto, to issue same for this invention to ASSIGNEE, its lawful successors and assigns.




ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and

said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and signed on the date indicated below:

SIGNATURE(S)

The signature(s) must correspond with the name(s) of the inventor(s) above.

	<u>INVENTOR(S)</u>	<u>DATE SIGNED</u>
1.	 _____ Trung Duc PHAM	<u>Sept 29, 2016</u>
2.	 _____ Alan Wing HOR CHENG	<u>SEPT. 29, 2016</u>
3.	 _____ Marc Rashad BISHARA	<u>29 September 2016</u>

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

SUBSTITUTE STATEMENT IN LIEU OF AN OATH OR DECLARATION FOR UTILITY OR DESIGN PATENT APPLICATION (35 U.S.C. 115(d) AND 37 CFR 1.64)

Title of Invention	EXTERNAL MOTOR DRIVE SYSTEM FOR WINDOW COVERING SYSTEM WITH CONTINUOUS CORD LOOP
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This statement is directed to:

The attached application,

OR

United States application or PCT international application number _____ filed on _____

LEGAL NAME of inventor to whom this substitute statement applies:

(E.g., Given Name (first and middle (if any)) and Family Name or Surname)
Clifton PEREIRA

Residence (except for a deceased or legally incapacitated inventor):

City	State	Country
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Mailing Address (except for a deceased or legally incapacitated inventor):

City	State	Zip	Country
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I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application.

The above-identified application was made or authorized to be made by me.

I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C. 1001 by fine or imprisonment or not more than five (5) years, or both.

Relationship to the inventor to whom this substitute statement applies:

- Legal Representative (for deceased or legally incapacitated inventor only),
- Assignee,
- Person to whom the inventor is under an obligation to assign,
- Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or
- Joint Inventor.

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering and preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

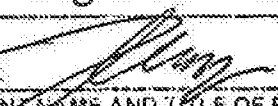
- Inventor is deceased,
 Inventor is under legal incapacity,
 Inventor cannot be found or reached after diligent effort, or
 Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below:

- An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted.
OR
 An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b).

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2118 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:Name: **Trung Duc Pham**Date (Optional): **OCT 16, 2018**Signature: **APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:**

If the applicant is a juristic entity, list the applicant name and the title of the signer:

Axis Labs, Inc.

Applicant Name:

Title of Person Executing
This Substitute Statement: **CEO**

The signer, whose title is supplied above, is authorized to act on behalf of the applicant.

Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

City **Toronto**

State

Country **Canada**

Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent)

**103 The Queensway Avenue
Suite 2002**City **Toronto**

State

Zip **M6S 5B3**Country **Canada**

Note: Use an additional PTO/AIA02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

Confirmation No.: Not Assigned

Trung Duc PHAM et al.

Group Art Unit: Not Assigned

Application No.: Not Assigned

Examiner: Not Assigned

Filed: Herewith

For: EXTERNAL MOTOR DRIVE SYSTEM
FOR WINDOW COVERING SYSTEM
WITH CONTINUOUS CORD LOOP

**STATEMENT OF KNOWLEDGE PER 37 CFR 1.46(b)(1)
TO SUPPORT PROOF OF PROPRIETARY INTEREST**

I, Trung Duc Pham, upon information and belief do solemnly and sincerely state as follows:

That I am CEO of the applicant, Axis Labs Inc. and am a joint inventor of the present application with Alan Wing Hor Cheng, Marc Rashad Bishara, and Clifton Pereira.

That the joint inventor Clifton Pereira, is deceased.

That I have reviewed and understand the contents of EXHIBIT A hereto, a partially redacted version of the Etapa Window Fashions, Inc. Term and Conditions of Employment (Schedule A) and Employee Covenants, Confidential and Proprietary Information Agreement (Schedule B) (hereinafter, "Employment Agreement"), signed by Clifton Pereira on November 1, 2015. I understand that by signing this Employment Agreement, Clifton Pereira agreed to, among other things, assign to Etapa Window Fashions, Inc. all inventions made during his employment with Etapa Window Fashions, Inc. subject to the requirements of law.

That Etapa Window Fashions, Inc., a corporation of Canada, changed its name to Axis Labs Inc. on January 15, 2016 as shown in EXHIBIT B hereto and hence, Axis Labs Inc. holds Etapa Window Fashions, Inc.'s right of assignment of inventions made by Clifton Pereira's during his employment.

That I have reviewed and understand the contents of the above-identified patent application, including the claims.

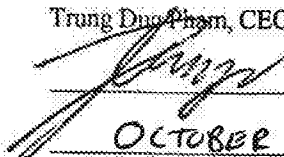
That I have firsthand knowledge of the facts that the invention of the above-identified patent application was made by Clifton Pereira during the employment of Clifton Pereira by Etapa Window Fashions, Inc. (now known as Axis Labs Inc.), along with joint invention by Alan Wing Hor Cheng, Marc Rashad Bishara and me.

That all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Name/Title:

Trung Duc Pham, CEO

Signature:



Date:

OCTOBER 10, 2018

Post Office Address:

Axis Labs. Inc.

103 THE QUEENSWAY AVENUE
SUITE 2002
TORONTO ON M6S 5B3
Canada

EXHIBIT A
EMPLOYMENT CONTRACT

November 1, 2015

Trung Pham
Etapa Window Fashions Inc.
20 Camden St, Suite 200
Toronto, ON
M5V 1V1

Dear Clifton Pereira,

I am pleased to confirm our verbal offer of employment to you for a Lead Mechanical Engineer position with ETAPA WINDOW FASHIONS INC. (the "Company"), effective November 1, 2015.

The details of our offer, including the terms and conditions of your employment, are attached as Schedule "A."

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of both the Company and yourself with respect to your employment conditions, and is governed by the laws of the Province of Ontario. It details the terms and conditions of your employment with the Company, and will form our agreed upon employment contract with you once signed.

Accepting employment will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initialing each page in the right-hand corner, and returning it to me upon your earliest convenience, but prior to your first day of employment.

Clifton, we look forward to welcoming you to the Company team and wish you a successful and rewarding career with us.

Sincerely,

Trung Pham,
Founder, CEO

I, Clifton Pereira, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.

Signature

Date

01/11/2015

Schedule A

**ETAPA WINDOW FASHIONS INC.
Terms and Conditions of Employment**

The following outlines the terms and conditions of employment with ETAPA WINDOW FASHIONS INC. The Company reserves the right to change these terms and conditions as necessary, with due notice.

Title	Lead Mechanical Engineer
Initial Relationship	Clifton Pereira
Responsibilities	While employed by the Company, you agree to work on a full-time basis for the Company and agree that you shall not, while you are employed by the Company, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with the Company, in the business of window blinds or any business the Company enters into in the future, or interferes or could reasonably interfere with your duties to the Company without our prior written permission.
Salary	₹ 1,20,000 per ANNUM
Status	Full Time
Start Date	November 1, 2015
Hours of Work	The company's core hours of operation are Monday to Friday from 10:00 am to 7:00pm. Employees are expected to work a minimum of 60 hours per week.
Payroll Schedule	Your salary will be paid to you on a biweekly basis, less required deductions, through direct deposit or by cheque.
Policies and Standards	The Company has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole discretion of the Company and that these policies do not form a part of this Agreement. It is agreed that if the Company introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement.
Confidentiality and Intellectual Property	Our offer of employment is conditional upon you agreeing to and abiding by the "Confidentiality and Proprietary Information Agreement." Attached Schedule "B."
Non Solicitation	You hereby agree that, while you are employed by the Company and for three (3) year following the termination of your employment with the Company, you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any the Company employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of the Company in a manner that conflicts with or interferes in the business of the Company as conducted with such customer or supplier.
Representation	You hereby represent and warrant to the Company that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining the Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favour of any third party.
Changes to Duties and/or Compensation	If your duties or compensation should change during the course of your employment with Company, the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
Resignation	Should you wish to resign your employment with the Company, you will be required to provide two (2) weeks' written notice to enable us transition your work.
Termination	The Company may terminate your employment at any time for without cause.

Schedule B

Employee Covenants Confidentiality and Proprietary Information Agreement

In consideration of employment as an employee or engagement as an independent contractor with ETAPA WINDOW FASHIONS (the "Company"), the undersigned (the "Participant") agrees and covenants as follows:

1. Employment with the Company as an employee or engagement with the Company as an independent contractor, as the case may be (the "Engagement"), will give the Participant access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "Confidential Information"). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Company.
2. As referred to herein, the "Business of the Company" shall relate to the business of the Company as the same is determined by the Board of Directors of the Company from time to time.
3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "Proprietary Property"). The Company shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to the Company any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the Company's premises or through the use of the Company's property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.
4. The Participant shall both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The Participant may, however, use or disclose Confidential Information which:
 - (i) is or becomes public other than through a breach of this Agreement;
 - (ii) is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or
 - (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any

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Trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.

6. At the reasonable request and at the sole expense of the Company, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights in the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.
7. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
8. The Participant agrees that the Participant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably require to protect Confidential Information or Proprietary Property.
9. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
10. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement or any other agreement by the Company will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
11. The Participant acknowledges that the services provided by the Participant to the Company are unique. The Participant further agrees that irreparable harm will be suffered by the Company in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach thereof. Any claims asserted by the Participant against the Company shall not constitute a defence in any injunction action, application or motion brought against the Participant by the Company.
12. This Agreement is governed by the laws of the Province of Ontario and the Participant agrees to the non-exclusive jurisdiction of the courts of the Province of Ontario in relation to this Agreement.
13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

IN WITNESS WHEREOF the Company has caused this Agreement to be executed as of the 1 day of November, 2015.

COMPANY

PARTICIPANT


Authorized Signature

TRAVIS PLUM, COO
Print Name and Title


Authorized Signature

CLIFTON PERDIRA, LEAD MECHANICAL ENGINEER
Print Name and Title

PATENT

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EXHIBIT B
NAME CHANGE



Certificate of Amendment

Canada Business Corporations Act

Certificat de modification

Loi canadienne sur les sociétés par actions

AXIS LABS INC.

Corporate name / Dénomination sociale

716929-9

Corporation number / Numéro de société

I HEREBY CERTIFY that the articles of the above-named corporation are amended under section 178 of the *Canada Business Corporations Act* as set out in the attached articles of amendment.

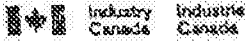
JE CERTIFIE que les statuts de la société susmentionnée sont modifiés aux termes de l'article 178 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes.

Virginie Ethier

Director / Directeur

2016-01-15

Date of Amendment (YYYY-MM-DD)
Date de modification (AAAA-MM-JJ)



Canada Business Corporations Act (CBCA)
FORM 4
ARTICLES OF AMENDMENT
(Sections 27 or 177)

1 - Corporate name
ETAPA WINDOW FASHIONS INC.

2 - Corporation number
7 1 6 9 2 9 - 9

3 - The articles are amended as follows: (Please note that more than one section can be filled out)

A: The corporation changes its name to:
AXIS LABS INC.

B: The corporation changes the province or territory in Canada where the registered office is situated to:
To complete the change, a Form 3 - Change of Registered Office Address must accompany the Articles of Amendment.

C: The corporation changes the minimum and/or maximum number of directors to: (For a fixed number of directors, please indicate the same number in both the minimum and maximum options).
Minimum number: Maximum number:

D: Other changes: (e.g. to the classes of shares, to restrictions on share transfers, to restrictions on the businesses of the corporation or to any other provisions that are permitted by the CBCA to be set out in the Articles) Please specify.

4 - Declaration

I hereby certify that I am a director or an authorized officer of the corporation.
Signature:
Print name: J. W. P. M. Telephone number: 647-390-9569

Notes: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding 12 months or to both (subsection 250(1) of the CBCA).

