

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5560811

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JONATHAN HAYES	06/23/2017
RECEIVING PARTY DATA	
Name:	ECOBEE INC.
Street Address:	250 UNIVERSITY AVENUE
Internal Address:	SUITE 400
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5H 3E5
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29641301
CORRESPONDENCE DATA	
Fax Number:	(416)920-1350
<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:	416-920-8170
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Correspondent Name:	PERRY + CURRIER INC.
Address Line 1:	1300 YONGE STREET
Address Line 2:	SUIT 500
Address Line 4:	TORONTO, CANADA M4T 1X3
ATTORNEY DOCKET NUMBER:	D1389US01
NAME OF SUBMITTER:	LORRAINE JAMES
SIGNATURE:	/Lorraine James/
DATE SIGNED:	06/07/2019
Total Attachments: 3	
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source=D1389US01 Assignment#page3.tif	

WORLDWIDE ASSIGNMENT

WHEREAS, I (hereinafter referred to as the "ASSIGNOR"):

Jonathan HAYES - 155 BROOKLINE ST #6
Address CAMBRIDGE MA 02139

has invented a **SWITCH WITH TRIM PLATE** ("Invention") for which one or more applications for patent, design registration, utility model registration, or other form of protection, rights, or title have been or will be made in certain countries ("Applications"), as further described below:

United States Design Patent Application No. 29/641301, Filed March 21, 2018

AND WHEREAS, ECOBEE INC, (hereinafter referred to as the "ASSIGNEE"), a company organized under the laws of the Province of Ontario, Canada, having a place of business at **250 University Avenue, Suite 400, Toronto, Ontario, M5H 3E5, Canada**, is desirous of acquiring the full and exclusive right, title and interest in and to said Invention, said Applications inclusive of all ancillary rights relating thereto, any and all priority rights derived from said Applications, and all patents, design registrations, utility model registrations and other forms of protection, rights and titles relating to said Invention, in any country or countries and in respect of the whole or any part or parts of or improvements to the Invention;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby confirm that ASSIGNOR has transferred, conveyed and assigned, and by way of further assurance does hereby transfer, convey and assign, any and all of ASSIGNOR's respective rights, title and interest in and to: the Invention; the Applications; any further applications for patent, design registration, utility model registration or other forms of protection, rights or titles for the whole or any part or parts of or improvements to the Invention in any country or countries ("Further Applications") together with the right to file divisional applications, substitute applications and continuation applications of any one or more of the Applications and Further Applications ("Divisionals"); the right to obtain patents, design registrations, utility model registrations and all other forms of protection, rights and titles relating to the Invention; the right in and to any patent or reissue patent relating to the Applications, Further Applications and Divisionals ("Grants"); and the right to obtain any extensions / supplementary protection certificates ("Extensions"); together with the right to bring proceedings to recover damages and/or to obtain other remedies for acts committed in respect of one or more of the aforesaid Invention, Applications, Grants, Further Applications, Divisionals and Extensions, whether such acts are committed before or after the date of this Worldwide Assignment; with the intent that the Invention, Applications, Grants, Further Applications, Divisionals and Extensions are owned and enjoyed by ASSIGNEE absolutely to the full end of the term or terms for same.

ASSIGNOR does hereby agree, upon request, to provide assistance and to execute any and all further documents, at the expense of ASSIGNEE and/or its successors and assigns (as

applicable), which may be necessary or desirable to enable ASSIGNEE, and/or its successors and assigns (as applicable), to file, prosecute, bring proceedings and take other actions with respect to any and all of the Invention, Applications, Further Applications, Divisionals, Grants and Extensions, and any and all patents and registrations granted thereon and other forms of protection, rights and titles relating thereto, and ASSIGNOR further agrees to execute, upon request and at the expense of ASSIGNEE and/or its successors and assigns (as applicable), any and all further documents which may be necessary or desirable to vest or perfect the title of ASSIGNEE therein.

ASSIGNOR does hereby authorize ASSIGNEE or its patent agents or attorneys to insert, above, the jurisdictions, application numbers, filing dates and any other indicia identifying the Applications when such information is available for the purpose of recording this assignment.

ASSIGNOR does hereby authorize and request The Commissioner of Patents or any equivalent authority to issue to ASSIGNEE each and every patent, registration and other form of protection, right, and title granted upon the Applications, Further Applications, Divisionals and Extensions.

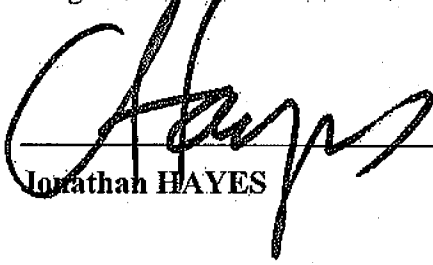
THIS WORLDWIDE ASSIGNMENT shall inure to the benefit of ASSIGNEE and its successors and assigns, and shall be binding upon ASSIGNOR and their successors and permitted assigns.

DELIVERY of this Worldwide Assignment by copy, however transmitted, constitutes valid and effective delivery. This Worldwide Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Worldwide Assignment has been executed below by the undersigned:

Date:

JUNE 23, 2017


Jonathan HAYES

STATEMENT BY WITNESS

I, CASEY MCKINNON, whose full Post Office address is:


942 SHAW ST. TORONTO, ON M6A 3N6

(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

Date:

JUNE 23, 2017


(Signature of Witness)