

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATTHEW HENDEY	06/24/2019
ANDREW WESTRICK	06/24/2019
RECEIVING PARTY DATA	
Name:	SPIR BIKES, LLC
Street Address:	924 NORTH PENNSYLVANIA
Internal Address:	SUITE C
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46204
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16449429
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>	
Email:	john@robertsiplaw.com
Correspondent Name:	JOHN ROBERTS
Address Line 1:	3129 25TH ST. #295
Address Line 4:	COLUMBUS, INDIANA 47203-2436
ATTORNEY DOCKET NUMBER:	SPIR-008
NAME OF SUBMITTER:	JOHN ROBERTS
SIGNATURE:	/John Roberts/
DATE SIGNED:	06/24/2019
Total Attachments: 3	
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ASSIGNMENT

I, **Matthew Hendey** of Indianapolis, Indiana, United States, and I, **Andrew Westrick** of Carmel, Indiana, United States, hereinafter collectively referred to as the "Assignors," either singularly or collectively as appropriate, have made certain inventions relating to:

Combined Torque, Direction, and Cadence Sensing System for Electric Bicycles

hereinafter referred to as the "Inventions," invented by the Assignors and as, at least in part, disclosed, described, claimed, and/or intended to be in:

- United States Patent Application No. **16449429**,
- which was filed on **06-23-2019**,

hereinafter referred to collectively as the "Application(s)."

For good, valuable and sufficient consideration to the Assignors, the receipt of which is hereby acknowledged, the Assignors does hereby sell, assign and transfer unto:

SPIR BIKES, LLC, of Indianapolis, Indiana, United States, hereinafter referred to as the "Assignee,"

- (i) all of the entire worldwide right, title and interest in, to and under the Inventions,
- (ii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application(s),
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the portions, in whole or in part, of any and all Application(s) based on or arising from the Inventions or the Application(s), including provisional, utility, design, international, plant and petty patent Application(s), and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (iv) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under the portions, in whole or in part, of any and all patents based on or arising from the Inventions or the Application(s), including utility, design, international, plant and petty patent Application(s), and any and all divisions, continuations, continuations-in-part, substitutes, extensions, reexaminations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

- a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignors' attorney-client relationship,
- b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- c) all past, present and future remedies for damages and profits, as related to the Inventions, the Application(s) and the portions, in whole or part, of any and all

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Application(s) or patents based on or arising from the Inventions or the Application(s), to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment and sale had not been made, the above, including items (i) through (iv) and (a) through (c), hereinafter referred to as the "Property and Related Rights."

The Assignors hereby COVENANTS AND WARRANTS that the Assignors has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Property and Related Rights has been made to any party by the Assignors, and that the full right and authority to convey the Property and Related Rights as herein expressed is possessed by the Assignors.

The Assignors hereby further COVENANTS AND WARRANTS that the Assignors will, without further consideration or payments to the Assignors but at the Assignee's expense, perform the following as relating to the Inventions, the Application(s) and the portions of any and all Application(s) or patents based on or arising from the Inventions or the Application(s) in all countries, United States and foreign, and under any applicable treaty or convention:

- 1) communicate any and all facts and information known to the Assignors respecting the Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- 2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Inventions, the Application(s) and the portions, in whole or in part, of any and all Application(s) or patents based on or arising from the Inventions or the Application(s), including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- 3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignors relating to the Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- 4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- 5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

ASSIGNMENT


The Assignors hereby agrees that any partial waiver of the Assignors' attorney-client rights and privileges as related to the Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignors' attorney-client rights and privileges.

The Assignors hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

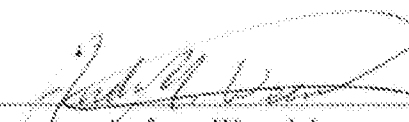
This Assignment embodies the complete agreement between the parties and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of laws principles thereof. It is further understood that Assignors consents to the courts of Indiana in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of the later of the date signed below or the conception date of the Inventions.


Matthew Hendey

6/24/19
(date)


Andrew Westrick

6/24/19
(date)