

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	JONATHAN STAPLES	08/29/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	D3 INNOVATION INC.	
<b>Street Address:</b>	2557 MAMQUAM RD, UNIT #1	
<b>City:</b>	SQUAMISH	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	V8B0H4	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16555877	
<b>Application Number:</b>	62725580	
<b>Application Number:</b>	62830405	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	patents@gilbertslaw.ca	
<b>Correspondent Name:</b>	KEVIN SHIPLEY	
<b>Address Line 1:</b>	77 KING ST W, SUITE 2010	
<b>Address Line 4:</b>	TORONTO, CANADA M5K1K2	
<b>ATTORNEY DOCKET NUMBER:</b>	1175-455719US1	
<b>NAME OF SUBMITTER:</b>	KEVIN SHIPLEY	
<b>SIGNATURE:</b>	/kevinshipley/	
<b>DATE SIGNED:</b>	08/29/2019	
<b>Total Attachments: 3</b>		
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## ASSIGNMENT

WHEREAS **Jonathan Staples**, whose full post office address is **Box 671, Garibaldi Highlands, BC, V0N 1T0, Canada** (hereinafter "the Inventor"), is the inventor of a Bicycle Seat Post Travel Adjustment Assembly invention, some embodiments of which have been described in United States provisional patent application no. 62/725,580 filed on August 31, 2018 and United States provisional patent application no. 62/830,405 filed on April 6, 2019, and in a related non-provisional United States patent application, a Canadian patent application, and a Taiwanese invention patent application claiming priority thereto (herein after "the Applications");

WHEREAS **D3 Innovation Inc.**, a company incorporated under the laws of **Canada** and having its head office at **2557 Mamquam Rd, Unit #1, Squamish, BC V8B 0H4, Canada** (hereinafter "D3"), has acquired from the Inventor his entire right, title and interest in and to the invention, in all countries of the world, including their rights to the Application and all related applications thereon, including any and all international, national and regional phase applications based on the Application, and other counterpart applications in all countries, and any and all substitutes, divisionals, continuations and continuations-in-part, and any Letters Patent that may be obtained therefor, and in any and all reissues, extensions, renewals and reexaminations of such applications and patents;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged: the Inventor hereby confirms that he has assigned, and, effective as of the filing date of the Application, do hereby sell and assign, transfer and set over to **D3** all their right, title and interest for Canada, the United States of America, its territories, dependencies and possessions, and for all other countries in the world, in and to the invention, including their rights to the Applications, and all related applications and patents thereon, to be held and enjoyed by **D3**, its assigns and

successors, as fully and entirely as the same would have been held and enjoyed by them, had this Assignment not been made.

The Inventor hereby states that he has reviewed and understand the contents of the Application, including the claims. The Inventor hereby confirms that the Application was made or were authorized to be made by themselves, and that he believes him selves to be the original inventors or joint inventors of a claimed invention in the Application.

The Inventor shall without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain the Application for the invention, and all related applications and patents thereon, in any and all countries, and to vest title thereto in D3, its successors, assigns and legal representatives or nominees.

The Inventor authorizes and empowers D3, its successors, assigns and legal representatives or nominees, to invoke and claim for the Application, and all related applications and patents thereon, filed by them or D3, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from them.

The Inventor and D3 authorize and empower Gilbert's LLP, of 77 King St. West, Suite 2010, P.O. Box 301, Toronto, Ontario M5K 1K2, to insert on this Assignment any further identification, to prepare any translation which may be necessary or desirable in order to comply with the rules for recordation of this document in any country and to correct any clerical error in this Assignment.

The Commissioner of Patents & Trademarks is hereby authorized and requested to issue any Letters Patent for the Application, and all related applications thereon, to D3, for its sole use and benefit, and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully


and entirely as the same would have been held by the Inventors had this Assignment and sale not been made.

If a provision of this Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Assignment, or the validity or enforceability in other jurisdictions of that or any other provision of this Assignment.

The Inventor acknowledges the duty to disclose information which is material to patentability as defined in 37 C.F.R. 1.56. The Inventors hereby acknowledge that any willful false statement made in this assignment/declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

The Parties confirm their express wish that this Assignment be drawn up in the English language. *Les parties confirment leur volonté expresse que cette cession soit rédigée en langue anglaise.*

1. SIGNED AT Spokane, BC, this 29 day of Aug, 2019.

  
Witness

  
Jonathan Staples

2. SIGNED AT Spokane, BC, this 29 day of Aug, 2019.

  
Witness

  
D3 Innovation Inc.

Name:

Title:

Chris Heynen  
Director

D3 Innovation Inc.