

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5733490

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MICHAEL KLEIN	12/08/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	THORNHILL RESEARCH INC.	
<b>Street Address:</b>	210 DUNDAS ST. W	
<b>Internal Address:</b>	SUITE 200	
<b>City:</b>	TORONTO	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	M5G 2E8	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15405069
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(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>		
<b>Phone:</b>	4169208170	
<b>Email:</b>	docketing@pckip.com	
<b>Correspondent Name:</b>	PERRY + CURRIER INC.	
<b>Address Line 1:</b>	1300 YONGE STREET	
<b>Address Line 2:</b>	SUITE 500	
<b>Address Line 4:</b>	TORONTO, CANADA M4T 1X3	
<b>ATTORNEY DOCKET NUMBER:</b>	P6793US01	
<b>NAME OF SUBMITTER:</b>	SAMEERAH ALI	
<b>SIGNATURE:</b>	/SAMEERAH ALI/	
<b>DATE SIGNED:</b>	09/24/2019	
<b>Total Attachments: 3</b>		
source=P6793 - Assignment KLEIN to TRI 512926 (temporary)#page1.tif		
source=P6793 - Assignment KLEIN to TRI 512926 (temporary)#page2.tif		
source=P6793 - Assignment KLEIN to TRI 512926 (temporary)#page3.tif		

## CONFIRMATION AND ASSIGNMENT

WHEREAS Michael KLEIN, an individual residing at 232 Monarch  
Park, Toronto, ON M4S 4S1, (the "ASSIGNOR") is the owner of certain rights, title and interest in and to certain inventions and designs (the "Assignor Invention(s)"); and

WHEREAS THORNHILL RESEARCH INC., a corporation organized under the laws of Ontario, having a place of business at 210 Dundas St. W, Suite 200, Toronto, Ontario M5G 2E8 CANADA (the "ASSIGNEE") is the owner of certain rights, title and interest in and to certain invention(s) and design(s) (the "Assignee Invention(s)"); and

WHEREAS ASSIGNOR and ASSIGNEE are parties to (a) PRIOR AGREEMENT(S), and as amended from time to time (collectively, the "Agreements"), where said Agreements provide that ASSIGNEE shall be the owner of all intellectual property, patent and other rights, developments, modifications, improvements, adaptations of and derivative works, related to the Assignor Invention(s) or Assignee Invention(s), whether created by ASSIGNEE or ASSIGNOR or on their behalf (the "Developments"); and

WHEREAS ASSIGNOR agrees that it has received full market consideration under the Agreements; and

WHEREAS ASSIGNOR wishes to confirm that ASSIGNEE is the owner of all rights, title and interest of the ASSIGNOR in and to certain of the Developments ("Creations"), described in documents, descriptions and/or drawings ("Creation Documents"), and/or described in applications for patents, design registrations, utility model registrations and other forms of protection ("Applications"), inclusive of any and all priority rights derived therefrom, and all ancillary rights relating thereto, as further described below:

- United States Provisional Application No. 61/475,106 filed April 13, 2011
- PCT International Application No. PCT/CA2012/000351 filed April 12, 2012
- European Patent Application No. 12772038.1 filed April 12, 2012
- United States Patent Application No. 15/405,069 filed January 12, 2017
- United States Patent No. 9,555,209 issued January 31, 2017
- Canadian Patent Application No. 2,833,018 filed October 11, 2013

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR and ASSIGNEE, ASSIGNOR and ASSIGNEE, intending to be legally bound, agree as follows:

ASSIGNOR hereby confirms that it has transferred, conveyed and assigned, and by way of further assurance, to the extent that the transfer, conveyance or assignment has not already been fully effected, ASSIGNOR hereby transfers, conveys and assigns, any and all of its rights, title and interest in and to: the Creations; the Creation Documents; Applications; any further applications for patents, designs, utility models or other forms of protection, rights or titles for the whole or any part or parts of or improvements to the Creations 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 Creations and Creation Documents; 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 Creations, Creation Documents, Applications, Further Applications, Divisionals and Extensions, whether such acts are committed before or after the date of this assignment; with the intent that the Creations, Creation Documents, Applications, Further Applications, Divisionals and Extensions are owned and enjoyed by ASSIGNEE absolutely to the full end of the term or terms for same.

ASSIGNOR hereby agrees, upon request, to provide assistance and to execute any and all further documents which may be necessary or desirable to enable ASSIGNEE or its successors and assigns (as applicable), to file, prosecute, bring proceedings and take other actions with respect to any and all of the Creations, Creation Documents, Applications, Further Applications, Divisionals 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, any and all further documents which may be necessary or desirable to vest or perfect the title of ASSIGNEE therein.

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

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

IF ANY COVENANT OR PROVISION, or portion thereof, of this document is determined to be void or unenforceable, such void or unenforceable covenant or provision, or portion thereof, is hereby conceded to be severable from the balance of this document, and any such determination shall not, in any event, affect or impair the validity of the balance of the covenant or provision, nor shall it affect or impair the validity of any other covenant or provision herein contained.

signatures on next page

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

Date: DEC 8, 2017

MICHAEL KLEIN:

Signature: [Signature]

Title: [Signature]

STATEMENT BY WITNESS

I, MARY-ANNE SCOTT, whose full Post Office address is: 210 DUNDAS STREET W  
SUITE 200 TORONTO, ON M5G 2E8, 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 Assignment, duly sign and execute same.

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

Date: 11 DEC 17

THORNHILL RESEARCH INC.

Signature: [Signature]

Name: Kipton P. Lade

Title: President & CEO

STATEMENT BY WITNESS

I, Lester Gracie, whose full Post Office address is: 210 Dundas Street  
West, Suite 200, Toronto ON M5G 2E8, 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 Assignment, duly sign and execute same.

Date: Dec 11, 2017

Name: Lester Gracie

Signature: [Signature]

Title: Chief Business Officer