505796750 11/28/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5843579

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------|----------------|
| THORNHILL RESEARCH INC. | 10/03/2019 |

RECEIVING PARTY DATA

| Name: | THORNHILL SCIENTIFIC INC. | |
|-------------------|---------------------------|--|
| Street Address: | 210 DUNDAS STREET W. | |
| Internal Address: | SUITE 200 | |
| City: | TORONTO | |
| State/Country: | CANADA | |
| Postal Code: | M5G 2E8 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|----------------|---------|
| Patent Number: | 9555209 |

CORRESPONDENCE DATA

Fax Number: (416)920-1350

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.

Email:docketing@pckip.comCorrespondent Name:PERRY + CURRIER INC.Address Line 1:1300 YONGE STREET

Address Line 2: SUITE 500

Address Line 4: TORONTO, CANADA M4T 1X3

| ATTORNEY DOCKET NUMBER: | P6793US00 |
|-------------------------|------------------|
| NAME OF SUBMITTER: | INDRA FERNANDO |
| SIGNATURE: | /Indra Fernando/ |
| DATE SIGNED: | 11/28/2019 |

Total Attachments: 5

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PATENT REEL: 051136 FRAME: 0916

505796750

WORLD-WIDE PATENT ASSIGNMENT

FROM

THORNHILL RESEARCH INC.

TO

THORNHILL SCIENTIFIC INC.

- 1. DEFINITIONS
- a) "Assignors" mean:

THORNHILL RESEARCH INC., a corporation incorporated under the laws of Canada having a place of business at 210 Dundas St. W, Suite 200, Toronto, Ontario M5G 2E8 CANADA.

Where the foregoing list only includes one individual, corporation or other entity, then the term "Assignors" as used herein shall be construed in the singular form "Assignor".

- b) "Assignee" means THORNHILL SCIENTIFIC INC., a corporation incorporated under the laws of Canada having a place of business at 210 Dundas St. W., Suite 200, Toronto, Ontario M5G 2E8, CANADA including its successors and assigns.
- c) "Invention" means an invention made by the Assignors as listed in the attached Schedule "A".
- d) "Rights to Invention" means, without limitation, all rights, titles, interests and claims of any nature in and to:
 - i) the Invention for Canada, the United States of America and all other foreign jurisdictions;
 - ii) all Patent Applications for the Invention for Canada, the United States of America and all other foreign jurisdictions ("Patent Applications");
 - iii) all Letters Patent that may be obtained for the Patent Applications ("Issued Patents");
 - iv) all continuations, continuations-in-part, re-examinations, reissues, requests for continued examination (RCE) and divisions of the Patent Applications and/or Issued Patents; and,
 - v) the right to claim priority under International Convention and/or Treaties for the Patent Applications and/or Issued Patents.

2. BACKGROUND

- a) The Assignee wishes to acquire the Rights to the Invention from the Assignors.
- b) Each of the parties agrees to be bound by the provisions of this Assignment.
- c) This Assignment replaces and supersedes any prior Assignments, whether oral or in writing, made between the parties, or any of them.
- 3. INVENTION
- a) In addition to other good and valuable consideration, Assignee paid in hand the sum of one dollar (\$1.00) to Assignors for the Rights to the Invention.
- b) Assignors hereby acknowledge the receipt and sufficiency of the consideration received from the Assignee.

- c) Assignors hereby sell, assign and transfer to the Assignee, its successors and assigns, the Assignors' Rights to the Invention.
- d) Assignors hereby authorize and request the Commissioner of Patents for Canada to issue Canadian Letters Patent for the invention to the Assignee, for Assignee's sole use and benefit, to the full end of the term for which Canadian Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- e) Assignors hereby authorize and request the Commissioner of Patents (or the equivalent) for such other jurisdictions where an applications for the Invention has been filed, to issue Letters Patent in that jurisdiction for the Invention to the Assignee, for the Assignee's sole use and benefit, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- f) Assignors hereby undertake without liability at any time upon request to provide reasonable assistance to the Assignee in the filing and prosecution of any patent application relating to the Invention in any jurisdiction, to sign such documents and do such things as may be required to give effective legal and registered title of the Assignee to the Invention in any jurisdiction, all without further consideration but at the expense of the Assignee.
- g) Assignors hereby grant to PERRY + CURRIER, PERRY + CURRIER INC., the power to insert on this assignment any further indication which may be necessary to comply with the requirements of the Patent Office in any country for its recordal in respect of any patent applications for the Invention.

4. APPLICABLE LAW AND INTERPRETATION

- a) This Assignment is governed and is to be construed and enforced in accordance with the laws
 of the Province of Ontario, Canada, without reference to its conflicts of laws principles.
- b) The invalidity or unenforceability of any provision of this Assignment will not affect the validity or enforceability of any other provision and the Assignment will be construed as if such invalid provision were omitted.
- c) The parties agree that there are no representations, warranties, collateral Assignments or conditions affecting this Assignment other than as expressed in this Assignment.
- d) The provisions of this Assignment are for the benefit of and are binding on the parties and their respective heirs, executors, administrators and assigns.

| STATEMENT BY WITNESS | SIGNATURE ON BEHALF OF THORNHILL RESEARCH INC. |
|--|--|
| Signed in the presence of: | |
| Suzanne Belliveau | (/ Le han |
| Having a Full Postal Address of: | NAME: Joseph & Fisher I have authority to bind THORNHILL RESEARCH INC. |
| 4 Lucerne Court, Scarborough, ON, M1G1Z7 | |
| I hereby declare that I was personally present | October 3, 2019 |
| and did see Joseph Fisher who is personally known to me to be the person named in the assignment herein, duly sign and execute the same. | Date of Execution |
| Witness 9ignature | |

| STATEMENT BY WITNESS | SIGNATURE ON BEHALF OF THORNHILL SCIENTIFIC INC. |
|---|---|
| Signed in the presence of: | 0,, |
| Suzanne Belliveau | 1//Leve |
| Having a Full Postal Address of: | NAME: Josephy Fisher I have authority to bind THORNHILL SCIENTIFIC INC. |
| 4 Lucerne Court, Scarborough, ON, M1G1Z7 | |
| I hereby declare that I was personally present | October 3, 2019 |
| and did see <u>Joseph Fisher</u> who is personally known to me to be the person named in the assignment herein, duly sign and execute the same. | Date of Execution |
| <u> Jugus Policias</u> Witness Signature | |

SCHEDULE "A"

| 18 | TLE | COUNTRY CODE | APPLN. NO. / PATENT NO. | FILING DATE | AGENT OF RECORD FILE NO. |
|---------------------|---------------|-----------------|----------------------------|------------------|-----------------------------|
| GAS DELIVERY METHOC | AND APPARATUS | US | 15/405069 | January 12, 2017 | P6793U501 |
| GAS DELIVERY METHOL | AND APPARATUS | CA | 2833018 | April 12, 2012 | P6793CA00 |
| GAS DEUVERY METHOC | AND APPARATUS | US | 14/111993 | April 12, 2012 | P6793US00 |

Sots

PATENT REEL: 051136 FRAME: 0921