

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5917848

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FEETZ, INC.	05/17/2019
RECEIVING PARTY DATA	
Name:	CASCA DESIGNS INC.
Street Address:	4166 MAIN STREET
City:	VANCOUVER
State/Country:	CANADA
Postal Code:	V5V 3P6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14714024
CORRESPONDENCE DATA	
Fax Number:	(858)509-4010
<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:	(858)509-4000
Email:	Docket_IP@pillsburylaw.com, cynthia.stroesser@pillsburylaw.com
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN LLP (CV)
Address Line 1:	ATTENTION: DOCKETING DEPARTMENT
Address Line 4:	MCLEAN, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	058692-0508376
NAME OF SUBMITTER:	JEFFREY T. SHERIFF
SIGNATURE:	/Jeffrey T. Sheriff/
DATE SIGNED:	01/17/2020
Total Attachments: 5	
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Exhibit C
Intellectual Property Rights Assignment

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Intellectual Property Assignment"), dated as of May 17, 2019, is entered into by and between Feetz, Inc. (the "Assignor") and Casca Designs Inc. (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Assignee and the Assignor are party to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Assignor has agreed to assign the Purchased Assets, which includes but is not limited to the Seller Software and all Intellectual Property and Intellectual Property Rights as set out in the Purchase Agreement, to the Assignee; and

WHEREAS, the parties desire to execute this Agreement to evidence the assignment by the Assignor to the Assignee of the Purchased Assets, which includes but it not limited to the Seller Software and all Intellectual Property and Intellectual Property Rights as set out in the Purchase Agreement at the Closing.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment. The Assignor hereby grants, sells, assigns, transfers, conveys and delivers to Assignee all of the Assignor's right, title and interest in and to all of the Purchased Assets, including but not limited to the Seller Software and all Intellectual Property and Intellectual Property Rights as set out in the Purchase Agreement owned by the Assignor, including, without limitation, the Seller Software and Intellectual Property and Intellectual Property Rights set forth on Exhibit A attached hereto, together with all common law rights, trade name rights, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof and the goodwill of the business and operations of the Business associated with such Purchased Assets, and, with respect to the patents and patent applications set forth on Exhibit A, all inventions described or claimed therein, and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions, and any right, title and interest Assignor may have in applications to which such patents or patent applications claim priority, and all of Assignor's rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including the right to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection, and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein (collectively the "Assigned Intellectual Property Assets").

2. Assignee's Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Intellectual Property Assignment had not been made.

3. Rights to Record. The Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and the Registrar of Trademarks of Canada, whose duties it is to record intellectual property registrations, applications and title thereto, and any corresponding office in any country or countries foreign to the United States or Canada, if and where applicable, to record the assignment of the Assigned Intellectual Property Assets hereunder in the name of the Assignee, its successors and assigns.

4. Further Assurances. Assignor agrees for itself and its successors, assigns and legal representatives to provide cooperation and assistance to Assignee and its successors, assigns and legal representatives and perform upon request any and all lawful acts (including timely executing, or causing those under its direct or indirect control to execute, any and all documents) that may be reasonably necessary to effectuate the assignment, transfer, prosecution, maintenance or enforcement of the Assigned Intellectual Property Assets.

5. Conflicts and Inconsistencies. This Intellectual Property Assignment is executed and delivered by the Assignor pursuant to the Purchase Agreement, subject to the covenants, representations and warranties thereof. No provisions set forth in this Intellectual Property Agreement shall or shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions in this Intellectual Property Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

6. Headings. The section headings contained in this Intellectual Property Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Intellectual Property Assignment.

7. Governing Law. This Intellectual Property Assignment is governed by and will be construed and interpreted in accordance with the laws of the State of California, without reference to the conflict of laws provisions thereof.

8. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns. The Assignor may not assign its rights or obligations hereunder without the prior written consent of Assignee. No assignment shall relieve the Assignor of any of its obligations hereunder.

9. Counterparts; Delivery by Facsimile or PDF. This Intellectual Property Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes.

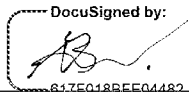
IN WITNESS WHEREOF, this Intellectual Property Assignment is being executed as of the date first written above.

SELLER

PURCHASER

FEETZ, INC.

CASCA DESIGNS INC.

By: 
Name: Nigel Beard
Title: Chief Technology Officer (CTO)

By: _____
Name:
Title:

4. Further Assurances. Assignor agrees for itself and its successors, assigns and legal representatives to provide cooperation and assistance to Assignee and its successors, assigns and legal representatives and perform upon request any and all lawful acts (including timely executing, or causing those under its direct or indirect control to execute, any and all documents) that may be reasonably necessary to effectuate the assignment, transfer, prosecution, maintenance or enforcement of the Assigned Intellectual Property Assets.

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IN WITNESS WHEREOF, this Intellectual Property Assignment is being executed as of the date first written above.

SELLER

PURCHASER

FEETZ, INC.

CASCA DESIGNS INC.

By: _____
Name:
Title:

DocuSigned by:

By: _____
Name: Braden Parker
Title: CEO

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT

Patents

Owner	Title	Status	Country of Origin	Registration /Application No.	Original Filing Date
Feetz, Inc.	CUSTOMIZED, ADDITIVE-MANUFACTURED OUTERWEAR AND METHODS FOR MANUFACTURING THEREOF	Registered	United States	10241498	2015-05-15
Feetz, Inc.	SYSTEMS AND METHODS FOR MEASURING BODY PARTS FOR DESIGNING CUSTOMIZED OUTERWEAR	Registered	United States	10016941	2015-05-15
Feetz, Inc.	SYSTEMS AND METHODS FOR WAVE FUNCTION BASED ADDITIVE MANUFACTURING	Published	United States	15/257819	2016-09-06
Feetz, Inc.	INTELLIGENT, ADDITIVELY-MANUFACTURED OUTERWEAR AND METHODS OF MANUFACTURING THEREOF	Pending	United States	14/714024	2015-05-15
Feetz, Inc.	MANUFACTURING PLATFORM	Pending	United States	14/810370	2015-07-27
Feetz, Inc.	CUSTOMIZED, ADDITIVE-MANUFACTURED OUTERWEAR AND METHODS FOR MANUFACTURING THEREOF	Expired	United States	61/994080	15/05/2014
Feetz, Inc.	INTELLIGENT, ADDITIVELY-MANUFACTURED	Expired	United States	61/994081	15/05/2014

	OUTERWEAR AND METHODS OF MANUFACTURING THEREOF				
Feetz, Inc.	SYSTEMS AND METHODS FOR CREATING CUSTOMIZED, ADDITIVE MANUFACTURED OUTERWEAR AND FOR MEASURING BODY PARTS FOR DESIGNING CUSTOMIZED OUTERWEAR	Expired	United States	61/994078	15/05/2014
Feetz, Inc.	SYSTEMS AND METHODS FOR CREATING CUSTOMIZED, ADDITIVE MANUFACTURED OUTERWEAR	Expired	United States	61/994077	15/05/2014
Feetz, Inc.	SYSTEMS AND METHODS FOR WAVE FUNCTION BASED ADDITIVE MANUFACTURING	National Phase Completed	Patent Cooperation Treaty	PCT/US2016/050443	06/09/2016
Feetz, Inc.	MANUFACTURING PLATFORM	Expired	United States	62/029836	28/07/2014
Feetz, Inc.	WAVEFORM ADDITIVE MANUFACTURING PROCESS	Expired	United States	62/214879	04/09/2015