

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/23/2017
CONVEYING PARTY DATA	
Name	Execution Date
RYAN CHRISTOPHER GARIEPY	01/16/2020
SIMON DREXLER	01/22/2020
MATTHEW ALLEN RENDALL	01/29/2020
ROYDYN CLAYTON	01/16/2020
SHAHAB KAYNAMA	01/21/2020
RECEIVING PARTY DATA	
Name:	CLEARPATH ROBOTICS INC.
Street Address:	1425 STRASBURG ROAD
City:	KITCHENER
State/Country:	CANADA
Postal Code:	N2R 1H2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16778090
CORRESPONDENCE DATA	
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<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>	
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Email:	cpascual@bereskinparr.com
Correspondent Name:	BERESKIN & PARR LLP/S.E.N.C.R.L.,S.R.L.
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ATTORNEY DOCKET NUMBER:	26389-P55054US02
NAME OF SUBMITTER:	JOANNA CHEUK-YU MA
SIGNATURE:	/Joanna Cheuk-Yu Ma/
DATE SIGNED:	01/31/2020

Total Attachments: 6

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P55054US01

ASSIGNMENT

WHEREAS **Ryan Christopher GARIEPY; Matthew Allen RENDALL; Simon DREXLER; Roydyn CLAYTON; and Shahab KAYNAMA** respectively whose full post office addresses is **1425 Strasburg Road, Kitchener ON Canada N2R 1H2** (hereinafter "the Assignors"), are the inventors of one or more inventions which are subject of one or more patent applications as listed in the attached **Schedule A;**

AND WHEREAS **Clearpath Robotics Inc.** whose full post office address is **1425 Strasburg Road, Kitchener ON, Canada N2R 1H2** (hereinafter "the Assignee"), has acquired from the Assignors their 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 and patents 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, including the right to claim priority to the Application, and to all related applications and patents thereon filed by the Assignors or Assignee, including the benefit of any 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 the benefit of any right of priority provided by any convention or treaty under domestic or foreign law, and to invoke and claim any such right of priority without further written or oral authorization from the Assignors;

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 Assignors hereby confirm that, as of the filing date of the Application, they have assigned, and to any extent not done, effective as of the filing date of the Application, do hereby sell and assign, transfer and set over to the Assignee, 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 Application, and all related applications and patents thereon, including the right to claim priority to the Application and to all related applications and patents thereon, to be held and enjoyed by the Assignee, 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 Assignors hereby confirm that the Application was made or was authorized to be made by themselves and that they believe themselves to be the original inventors or joint inventors of a claimed invention in the Application.

The Assignors 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 the Assignee, its successors, assigns and legal representatives or nominees.

The Assignors and the Assignee authorize and empower Bereskin & Parr LLP/S.E.N.C.R.L., s.r.l., whose complete address is Scotia Plaza, 40 King Street West, 40th Floor, Toronto, Ontario M5H 3Y2, 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 the Assignee, 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 Assignors 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 Assignors 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.

For the purpose of all legal proceedings, this Assignment will be deemed to have been performed in the Province of Ontario and will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Assignment may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument.

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.*

SIGNED AT Kitchener, ON this 16th day of January, 2020.

DocuSigned by:
Bethany McDowell
5A7DC6B1E62C497...
Signature of Witness
Name: Bethany McDowell

DocuSigned by:
Ryan Gariepy
6CF9CA1E86414F3...
By: GARIEPY, Ryan Christopher

SIGNED AT Rochester hills, MI this 22 day of January, 2020.

DocuSigned by:
Bethany McDowell
5A7DC6B1E62C497...
Signature of Witness
Name: Bethany McDowell

DocuSigned by:
[Signature]
C35DF37BA22E443...
By: DREXLER, Simon

SIGNED AT Puerto Vallarta, MX this 29 day of January, 2020.

DocuSigned by:
Bethany McDowell
5A7DC6B1E62C497...
Signature of Witness
Name: Bethany McDowell

DocuSigned by:
[Signature]
C144455174F547F...
By: RENDALL, Matthew Allen

SIGNED AT Seattle, WA this 16 day of January, 2020.

DocuSigned by:
Bethany McDowell
5A7DC6B1E62C497...
Signature of Witness
Name: Bethany McDowell

DocuSigned by:
[Signature]
0B993178217241B...
By: CLAYTON, Roydyn

SIGNED AT Mountain View, CA this 21st day of January, 2020.

DocuSigned by:
Bethany McDowell
5A7DC6B1E62C497...
Signature of Witness
Name: Bethany McDowell

DocuSigned by:
Shahab Kaynama
52EEDA10F75B443...
By: **KAYNAMA, Shahab**

SIGNED AT Kitchener, ON this 16th day of January, 2020.

DocuSigned by:
Bethany McDowell
5A7DC6B1E62C497...
Signature of Witness
Name: Bethany McDowell

DocuSigned by:
Ryan Gariepy
6CF9CA1E86414F3...
By: **Clearpath Robotics Inc.**
Name: Ryan Gariepy
Title: CTO

Schedule A

B&P Ref.	Title	Application No.	Filing Date
P55054US00	SYSTEMS AND METHODS FOR USING HUMAN-OPERATED MATERIAL-TRANSPORT VEHICLES WITH FLEET-MANAGEMENT SYSTEMS	US 62/449264	Jan 23, 2017
P55054US01	SYSTEMS AND METHODS FOR USING HUMAN-OPERATED MATERIAL-TRANSPORT VEHICLES WITH FLEET-MANAGEMENT SYSTEMS	US 15/877299	Jan 22, 2018