

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6032913

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE/ASSIGNOR previously recorded on Reel 052169 Frame 0616. Assignor(s) hereby confirms the ASSIGNMENT AGREEMENT.
CONVEYING PARTY DATA	
Name	Execution Date
R.S.T. INSTRUMENTS INC.	03/01/2020
RECEIVING PARTY DATA	
Name:	MEASURAND INSTRUMENTS INC
Street Address:	666 BURRARD STREET
Internal Address:	SUITE 1700, PARK PLACE
City:	VANCOUVER
State/Country:	CANADA
Postal Code:	V6C 2X8
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11160401
Application Number:	14888607
Application Number:	14888628
CORRESPONDENCE DATA	
Fax Number:	(613)235-2867
<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:	613.235.7234
Email:	patents@osler.com
Correspondent Name:	ARLETTE N. DINAUT
Address Line 1:	340 ALBERT STREET
Address Line 2:	SUITE 1900
Address Line 4:	OTTAWA, CANADA K1R 7Y6
ATTORNEY DOCKET NUMBER:	PGEN412
NAME OF SUBMITTER:	ARLETTE N. DINAUT
SIGNATURE:	/Arlette N. Dinaut/
DATE SIGNED:	03/26/2020
Total Attachments: 7	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made the 1st day of March, 2020,

BY AND BETWEEN:

MEASURAND INSTRUMENTS INC., a corporation duly continued under the laws of British Columbia having its registered office at Suite 1700, Park Place, 666 Burrard Street, Vancouver, Province of British Columbia, V6C 2X8

(the "Purchaser");

AND:

R.S.T. INSTRUMENTS LTD., a corporation duly amalgamated under the laws of British Columbia having its registered office at Suite 1700, Park Place, 666 Burrard Street, Vancouver, Province of British Columbia, V6C 2X8

("RST", and collectively with the Purchaser, the "Parties").

WHEREAS pursuant to a Memorandum of Agreement of even date herewith (the "Rollover Agreement") between the Purchaser and RST, the Purchaser is purchasing, as of 12:01 a.m. on the date hereof (the "Effective Time"), the Purchased Property, the whole upon and subject to the terms and conditions set out therein;

AND WHEREAS pursuant to the Rollover Agreement, and for the purpose of assigning to the Purchaser that portion of the Purchased Property that consists of RST's rights, title and interest of RST, as of the date hereof, in, to and under, the Assigned IP (as defined below), the Parties wish to formally acknowledge such assignment in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT subject to the terms and conditions hereinafter set forth, in consideration of the respective covenants and agreements of the Parties contained herein and in the Rollover Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Rollover Agreement.

1.2 Rules of Construction

- (a) The preamble and recitals to this Agreement are incorporated herein by reference and are deemed to be an integral part of this Agreement.
- (b) Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:
 - (i) the terms "Agreement", "this Agreement", "the Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Intellectual Property Assignment Agreement in its entirety and not to any particular provision hereof;
 - (ii) references to an "Article" or "Section" followed by a number or letter refer to the specified Article or Section of this Agreement;
 - (iii) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
 - (iv) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;
 - (v) the word "including" is deemed to mean including without limitation;
 - (vi) the word "or" shall be non-exclusive, meaning that where two items or other provisions of this Agreement are separated by the word "or", the existence of one item or other provision of this Agreement shall not be deemed to be exclusive of the existence of the other, such that the word "or" shall be deemed to include the word "and", except if the word "or" is immediately preceded by the word "either"; and
 - (vii) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time.

1.3 Entire Agreement

This Agreement and the Rollover Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein and in the Rollover Agreement.

1.4 Governing Law and Submission to Jurisdiction

- (a) This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(b) Each of the Parties irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any proceeding arising out of or relating to this Agreement, (ii) agrees to commence such a proceeding in Toronto, Ontario, and to cooperate and use its commercially reasonable efforts to bring the proceeding before the Ontario Superior Court of Justice (Commercial List), (iii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts, and (iv) agrees not to assert that such courts are not a convenient forum for the determination of any such proceeding.

1.5 Severability

Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but the invalidity or unenforceability of any provision or portion of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision or portion of any provision, in any other jurisdiction.

ARTICLE 2 ASSIGNMENT OF INTELLECTUAL PROPERTY

2.1 Assignment

Subject to and in accordance with the terms and conditions of the Rollover Agreement, as and from the Effective Time, for good and valuable consideration paid by the Purchaser to RST pursuant to the Rollover Agreement, the receipt and sufficiency of which RST hereby acknowledges, RST hereby sells, assigns and transfers to the Purchaser all the rights, title and interest of RST in, to and under the Purchased Property, which, for greater certainty, shall include the intellectual property listed in Schedule A hereto (collectively, the "Assigned IP").

2.2 Acceptance

Subject to and in accordance with the terms and conditions of the Rollover Agreement, as and from the Effective Time, the Purchaser hereby accepts the assignment and transfer contained in Section 2.1.

2.3 Recording of Assigned IP in name of the Purchaser

RST hereby authorizes the Purchaser to request the relevant intellectual property offices to record the Purchaser as the assignee and the owner of the Assigned IP and RST shall, upon request of the Purchaser and without further consideration, cooperate with and take all reasonably necessary steps to record the Purchaser as the assignee and owner of the Assigned IP, including causing any administrative or technical contact(s) associated with the Assigned IP to take all steps as may be reasonably necessary to effect the transfer and recordation of the Assigned IP to the Purchaser.

ARTICLE 3 GENERAL

3.1 Paramountcy

- (a) This Agreement is made between the Parties in further assurance of the completion of the transactions contemplated by the Rollover Agreement and subject to all of the representations, warranties, covenants, indemnities, limitations of liability and other provisions contained therein. For the avoidance of doubt, the provisions of this Agreement shall not merge or be superseded by, and shall survive the consummation of, the transactions contemplated by the Rollover Agreement.
- (b) Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Rollover Agreement, the provisions of the Rollover Agreement shall govern and prevail to the extent of the conflict or inconsistency.

3.2 Successors and Assigns

This Agreement becomes effective only when executed by the Parties and shall enure to the benefit of and shall be binding on and enforceable by and against the Parties and, where the context so permits, their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, including to any Person that acquires all or substantially all of the assets of the Purchaser or acquires control of the Purchaser, whether any such transaction is structured as a sale of shares, a sale of assets, an amalgamation or otherwise.

3.3 Further Assurances

Each of the Parties hereto shall, at all times after the date hereof and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered, at the expense of the requesting Party, all further acts documents and things as may be required or necessary for the purposes of giving effect to this Agreement, including such other instruments of sale, transfer, conveyance, assignment, confirmation, certificates and other instruments as may be reasonably requested in order to more effectively transfer, convey and assign the Assigned IP and to carry out the transactions contemplated herein.

3.4 Counterparts

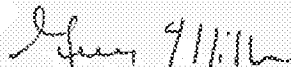
This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including, for the avoidance of doubt, PDF, e-mail, facsimile or other means of electronic transmission), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

[Remainder of page intentionally left blank; Signatures follow.]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first above written.

I, Grady Miller, residing at 11150 Santa Monica Blvd #750, Los Angeles CA 90025, hereby declare that I was personally present and did see the person signing on behalf of Measurand Instruments Inc., who is personally known to me, duly sign and execute this Intellectual Property Assignment Agreement

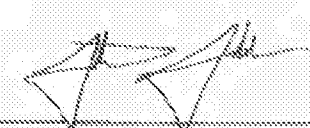
SIGNED & DELIVERED
in the presence of:



WITNESS

MEASURAND INSTRUMENTS INC.

By:



Name: Steve Sandoo
Title: Director

I, Grady Miller, residing at 11150 Santa Monica Blvd #750, Los Angeles CA 90025, hereby declare that I was personally present and did see the person signing on behalf of R.S.T. Instruments Ltd., who is personally known to me, duly sign and execute this Intellectual Property Assignment Agreement


SIGNED & DELIVERED
in the presence of:



WITNESS

R.S.T. INSTRUMENTS LTD.

By:



Name: Paul Salazar
Title: Director

See attached.

SCHEDULE A

Assigned IP

Schedule A - Intellectual Property Registrations and Applications

Country	Application Filing Date	Application No.	Registration Date	Registration No.	Title
Canada	2004-08-25	2,472,421	2012-04-24	2,472,421	"Shape-Acceleration Measurement Device And Method"
Canada	2004-08-25	2,747,236	2013-08-20	2,747,236	"Shape-Acceleration Measurement Device And Method"
Canada	2013-05-02	2,815,199			"Cyclical Sensor Array"
Canada	2013-05-02	2,815,195			"Bipartite Sensor Array"
Canada	2014-05-01	2,911,178			"Cyclical Sensor Array"
Canada	2014-05-01	2,911,175			"Bipartite Sensor Array"
China	2014-05-01	201480024296.9	2017-12-15		"Cyclical Sensor Array"
China	2014-05-01	201480024318.1	2018-06-19	ZL 201480024318.1	"Bipartite Sensor Array"
Germany	2005-07-14	05254399.8	2015-06-10	60 2005 046 730 0	"Shape-Acceleration Measurement Device and Method"
Germany	2005-12-02	60 2005 054 778.9	2018-10-10	60 2005 054 778.9	"Shape-Acceleration Measurement Device and Apparatus"
European Patent Office	2005-12-02	05817548.0	2018-10-10	EP1955013	"Shape-Acceleration Measurement Device and Apparatus"
European Patent Office	2014-05-01	14791142.4			"Cyclical Sensor Array"
European Patent Office	2014-05-01	14791413.9			"Bipartite Sensor Array"
France	2005-07-14	05254399.8	2015-06-10	EP1744165	"Shape-Acceleration Measurement Device and Method"
France	2005-12-02	05254399.8	2015-06-10	1 955 013	"Shape-Acceleration Measurement Device and Apparatus"
United Kingdom	2005-07-14	05254399.8	2015-06-10	EP1744165	"Shape-Acceleration Measurement Device and Method"
United Kingdom	2005-12-02	05254399.8	2015-06-10	1 955 013	"Shape-Acceleration Measurement Device and Apparatus"
Hong Kong	2014-05-01	16105520.0	2018-06-22	HK1217533	"Cyclical Sensor Array"
Hong Kong	2014-05-01	16105518.4	2019-06-06	HK1217532	"Bipartite Sensor Array"
Italy	2005-07-14	05254399.8	2015-06-10	EP1744165	"Shape-Acceleration Measurement Device and Method"
Japan	2005-06-27	2005-186718	2013-08-30	5352039	"Shape-Acceleration Measurement Device and Method"
Japan	2005-12-02	2008-542567	2013-05-10	5264497	"Shape-Acceleration Measurement Device and Apparatus"
Japan	2014-05-01	2016-510911	2019-08-23	6572883	"Cyclical Sensor Array"
Republic of Korea	2014-05-01	10-2015-7033550			"Cyclical Sensor Array"
Republic of Korea	2014-05-01	10-2015-7033549			"Bipartite Sensor Array"
United States of America	2005-06-22	11/160,401	2007-11-20	7,296,363	"Shape-Acceleration Measurement Device and Method"
United States of America	2014-05-01	14/888,628	2019-03-05	10,221,675	"Cyclical Sensor Array"
United States of America	2014-05-01	14/888,607	2017-10-03	9,777,568	"Bipartite Sensor Array"

February 26, 2020

PATENT

RECORDED: 03/26/2020

REEL: 052234 FRAME: 0674