

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6140156

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the R.S.T. INSTRUMENTS LTD. TO MEASURAND INSTRUMENTS INC. previously recorded on Reel 052169 Frame 0616. Assignor(s) hereby confirms the ASSIGNMENT AGREEMENT.	
RESUBMIT DOCUMENT ID:	505995558	
CONVEYING PARTY DATA		
	Name	Execution Date
	R.S.T. INSTRUMENTS LTD.	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:	06/05/2020	

PATENT

Total Attachments: 12

source=Notice#page1.tif

source=Notice#page2.tif

source=CoverSheet#page1.tif

source=Measurand_Assignment_of_IP_Agreement_(executed)#page1.tif

source=Measurand_Assignment_of_IP_Agreement_(executed)#page2.tif

source=Measurand_Assignment_of_IP_Agreement_(executed)#page3.tif

source=Measurand_Assignment_of_IP_Agreement_(executed)#page4.tif

source=Measurand_Assignment_of_IP_Agreement_(executed)#page5.tif

source=Measurand_Assignment_of_IP_Agreement_(executed)#page6.tif

source=Measurand_Assignment_of_IP_Agreement_(executed)#page7.tif

source=Notice 505995558#page1.tif

source=CoverSheet 505995558#page1.tif



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 20, 2020

PTAS

ARLETTE N. DINAUT
340 ALBERT STREET
SUITE 1900
OTTAWA, K1R 7Y6 CANADA

505976020

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/19/2020

REEL/FRAME: 052169/0616
NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: PGEN412

ASSIGNOR:

MEASURAND INSTRUMENTS INC.

DOC DATE: 03/01/2020

ASSIGNEE:

R.S.T. INSTRUMENTS INC.
666 BURRARD STREET
SUITE 1700 PARK PLACE
VANCOUVER, BRITISH COLUMBIA V6C2X8

APPLICATION NUMBER: 11160401

FILING DATE: 06/22/2005

PATENT NUMBER: 7296363

ISSUE DATE: 11/20/2007

TITLE: SHAPE-ACCELERATION MEASUREMENT DEVICE AND METHOD

APPLICATION NUMBER: 14888607

FILING DATE: 11/02/2015

PATENT NUMBER: 9777568

ISSUE DATE: 10/03/2017

TITLE: BIPARTITE SENSOR ARRAY

APPLICATION NUMBER: 14888628

FILING DATE: 11/02/2015

PATENT NUMBER: 10221675

ISSUE DATE: 03/05/2019

TITLE: CYCLICAL SENSOR ARRAY

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6022728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MEASURAND INSTRUMENTS INC.	03/01/2020
RECEIVING PARTY DATA	
Name:	R.S.T. INSTRUMENTS INC.
Street Address:	666 BURRARD STREET
Internal Address:	SUITE 1700 PARK PLACE
City:	VANCOUVER
State/Country:	BRITISH COLUMBIA
Postal Code:	V6C2X8
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11160401
Application Number:	14888628
Application Number:	14888607
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:	03/19/2020
Total Attachments: 7	
source=Measurand_Assignment_of_IP_Agreement_(executed)#page1.tif	
source=Measurand_Assignment_of_IP_Agreement_(executed)#page2.tif	

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

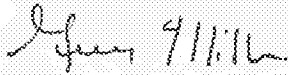
This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including, for the avoidance of doubt, PDF, e-mail, facsimile or other means of electronic transmission), with the same effect as if all 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 Sancho
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	ZL	"Cyclical Sensor Array"
China	2014-05-01	201480024318.1	2018-06-19	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	2018-510911	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	9,777,668	"Bipartite Sensor Array"



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

April 06, 2020

PTAS

ARLETTE N. DINAUT
340 ALBERT STREET
SUITE 1900
OTTAWA, K1R 7Y6 CANADA



505995558

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The document submitted to correct errors in the previously recorded document is not acceptable. To correct an error in the recorded document, you must file a new cover sheet stating the error and the nature of conveyance, attach the previously recorded cover sheet which contains the error and the supporting document and pay the recording fees as set forth in 37 C.F.R. §3.34

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, June 8, 2020**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 1.8 or 1.10 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the EPAS website at <http://epas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 505995558
Access Code: UWQBGYXC7QEMCTP

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

ANDREA FREEMAN
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6042268

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE/ASSIGNOR NAME previously recorded on Reel 052234 Frame 0666. Assignor(s) hereby confirms the ASSIGNMENT TRANSFERRING RIGHTS.
CONVEYING PARTY DATA	
Name	Execution Date
R.S.T. INSTRUMENTS LTD.	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:	04/01/2020
Total Attachments: 7	