

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6421940

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| | |
| Name | Execution Date |
| IAN FLINT | 08/10/2019 |
| NIFEMI OGUNTUASE | 08/10/2019 |
| RECEIVING PARTY DATA | |
| Name: | 2599218 ONTARIO INC. |
| Street Address: | 298 WOBURN AVENUE |
| City: | TORONTO |
| State/Country: | CANADA |
| Postal Code: | M5M 1K9 |
| PROPERTY NUMBERS Total: 1 | |
| | |
| Property Type | Number |
| Application Number: | 17059510 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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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| Correspondent Name: | ABM INTELLECTUAL PROPERTY INC. |
| Address Line 1: | 261 KINGSWOOD ROAD |
| Address Line 4: | TORONTO, CANADA M4E3N6 |
| ATTORNEY DOCKET NUMBER: | 133-P47US2 |
| NAME OF SUBMITTER: | ADRIENNE BIEBER MCNEIL |
| SIGNATURE: | /Adrienne Bieber McNeil/ |
| DATE SIGNED: | 11/30/2020 |
| | This document serves as an Oath/Declaration (37 CFR 1.63). |
| Total Attachments: 3 | |
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ASSIGNMENT / DECLARATION

WHEREAS, **IAN FLINT**, whose full post office address is **15 DAVEAN DRIVE, TORONTO, ONTARIO, M2L 2R6, CANADA**, and **NIFEMI OGUNTUASE**, whose full post office address is **251 WINDMILL ROAD, APT. 250, DARTMOUTH, NOVA SCOTIA, B3A 4P2, CANADA** (hereinafter "the Assignors") are the inventors of an invention (hereinafter "the Invention") disclosed in International Patent Application No. **PCT/CA2019/050828** filed on **June 12, 2019** entitled **GRAPHENE MEMBRANES AND METHODS FOR MAKING GRAPHENE MEMBRANES**, which is based on United States Provisional Patent Application No. **62/689,270** filed on **June 25, 2018** entitled **GRAPHENE FILTERS AND METHODS FOR MAKING GRAPHENE FILTERS** (herein after "the Applications");

AND WHEREAS, **2599218 ONTARIO INC (d/b/a ZERO ENERGY WATER)**, whose full post office address is **298 WOBURN AVENUE, TORONTO, ONTARIO, M5M 1K9, CANADA**, (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 Applications and all applications and patents based on the Applications, any and all international, national and regional phase applications based on the Applications, any and all divisional applications, continuation applications and continuation-in-part applications based on the Applications, the right to claim priority to the Applications and to all related applications and patents thereon filed by the Assignors or the Assignee, 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;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Assignors hereby confirm that as of June 12, 2019 they have assigned, and 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 Applications, and all related applications and patents thereon, including the right to claim priority to the Applications 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 Applications were made or were 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 Applications.

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 Applications 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 Assignor authorizes and empowers ABM Intellectual Property Inc., whose complete address is 261 Kingswood Road, Toronto, Ontario, M4E 3N6, Canada, 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 Applications, 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.

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.*

1) SIGNED AT Dartmouth NS this 10 day of AUG, 2019.
(city) (province) (day) (month) (year)

R. Williamson
WITNESS

[Signature]
IAN FLENT

(Witness Name: [Signature])

2) SIGNED AT Dartmouth NS this 18 day of AUG, 2019.
(city) (province) (day) (month) (year)

R. Williamson
WITNESS

[Signature]
NIFEMI OGUNTUASE

(Witness Name: [Signature])

3) SIGNED AT Toronto ON this 14 day of Aug, 2019.
(city) (province) (day) (month) (year)

[Signature]
WITNESS

[Signature]
2599218 ONTARIO INC.

(Witness Name: F. Jabate)

Name: Roy Williamson
Title: President

I have the authority to bind the corporation.