

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6558308

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL PAPINEAU	02/09/2021
MARK FELTHAM	02/17/2021
RECEIVING PARTY DATA	
Name:	RIDEFLAG TECHNOLOGIES INC.
Street Address:	4308 VILLAGE CENTRE COURT
City:	MISSISSAUGA, ONTARIO
State/Country:	CANADA
Postal Code:	L4Z S2
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	10922703
Patent Number:	10354458
Patent Number:	10490076
Application Number:	15950559
Application Number:	16266288
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:	JOHN L. SOTOMAYOR
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ATTORNEY DOCKET NUMBER:	ASSIGN 001,002,003,004,00
NAME OF SUBMITTER:	JOHN L. SOTOMAYOR
SIGNATURE:	/JOHN L. SOTOMAYOR/
DATE SIGNED:	02/18/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	

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Total Attachments: 6

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INVENTOR ASSIGNMENT, COVENANTS, AND DECLARATIONS

WHEREAS, We, Michael Papineau, with a residence address of 1361 Thornapple Drive, Osprey, FL 34229 and Mark Feltham, with a residence address of 2075 Appleby Line, Unit 111, Burlington, Ontario L7L 7H3 Canada, (hereinafter each referred to individually as an "Inventor" or "Assignor" and collectively referred to as the "Inventors" or "Assignors"), have made, conceived, discovered, developed, designed, obtained, created, and/or reduced to practice certain new and useful inventions, improvements, features, aspects, components, modules, technologies, techniques, devices, systems, processes, methodologies, and know-how (hereinafter collectively referred to as the "Inventions"), for which one or more application(s) for Letters Patent have or will be filed in the United States, in one or more foreign countries, and/or under the terms of the International (PCT) Patent Cooperation Treaty, said one or more applications for Letters Patent being set forth and more fully described in Exhibit A, attached hereto (hereinafter referred to as the "Applications");

AND WHEREAS, RideFlag Technologies Inc., a corporation having an office and place of business at 4308 Village Centre Court, Mississauga, Ontario, Canada L4Z S2 (hereinafter "Assignee"), is desirous of acquiring the inventors' entire right, title, and interest in and to the Inventions and the Applications, in and to any and all other applications related to the Inventions or claiming priority to or from which priority is claimed from any of the Applications and for which any one or more of the Inventors is identified as an inventor or co-inventor (hereinafter referred to as the "Related Applications"), and in and to any and all Letters Patent that have been or may be issued by the United States or any other country for the Inventions or otherwise arising out of the Applications or out of any Related Applications.

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, that by my signature set forth below and as of the last date indicated beside such signature, I, the Inventor and Assignor, have sold, assigned, and transferred, and by these present do hereby sell, assign, and transfer unto the Assignee, its successors, assigns, and/or heirs, the entire right, title, and interest in and to:

(i) the Inventions; (ii) the Applications set forth in Exhibit A; (iii) the Related Applications, whether or not currently listed in Exhibit A or added to Exhibit A hereinafter by or at the request of the Assignee or its successors, assigns, or

heirs; (iv) any and all other new and useful inventions, features, aspects, components, technologies, improvements, and know-how related to the Inventions, the Applications, or the Related Applications, but not otherwise included within the definition of the Inventions, the Applications, or the Related Applications; (v) any and all divisional applications, continuation or continuation-in-part applications, or any other renewals or extensions associated with the Applications or the Related Applications, (vi) any and all Letters Patent which may be granted directly from or that otherwise claim direct or indirect priority to any of the Applications or Related Applications, and (vii) any and all reissues and reexaminations of any of the Applications, Related Applications, or Letters Patent. Such sale, assignment, and transfer applies to any and all Applications and Related Applications already filed, filed contemporaneously with the execution of this Assignment, or filed after execution of this Assignment, and to any and all related Inventions and Letters Patent issued or granted by the United States or by any other country, including an assignment of any and all rights under the provisions of the International Convention. I, the Inventor and Assignor, further authorize the Commissioner of Patents of the United States, the respective Commissioner of Patents in any foreign country, or the comparable Officer or Official in any foreign country to communicate directly with the Assignee, or its successors, assigns, heirs, and/or designated representatives, regarding any issues associated with the Applications and the Related Applications, and I hereby authorize any issue or grant of any Letters Patent from the Applications and the Related Applications to be in the name of, for the benefit of, and on behalf of the Assignee, as the assignee of the entire right, title, and interest in and to the same.

AND, for the aforesaid consideration, we, the Inventors and Assignors, do hereby agree that we and our executors, heirs, and/or legal representatives will make, execute, and deliver to Assignee or to any designated representative of Assignee, in an expedited manner and upon reasonable request by Assignee or by Assignee's designated representative, any and all other written instruments including any and all further application papers, affidavits, declarations, assignments, and any other documents or statements reasonably requested by Assignee for the purpose of prosecuting, obtaining, maintaining, filing, transferring, or enforcing any of the Inventions, Applications, Related Applications, or Letters Patent. To the extent that we or our executors, heirs, and/or legal representatives are unwilling or unable, after reasonable request, as determined in the sole discretion of Assignee, to make, execute, or deliver to Assignee or to Assignee's designated representative, in an expedited manner, any such written instruments, we, the Inventors and Assignors, do hereby individually (and, we, collectively) grant the Assignee, an authorized officer of the Assignee, Assignee's designated representative, or the Attorney(s) of Record associated with the Inventions, the Applications, the Related Applications, or the Letters Patent, as designated by the Assignee from time to time or as otherwise confirmed by the official records of the United States Patent & Trademark Office, by the official records of the Patent Office

in a relevant foreign country, or by a court of competent jurisdiction, a limited Power of Attorney to sign and execute any such written instrument on my behalf.

AND, for the aforesaid consideration, we, the Inventors and Assignors, do hereby agree and covenant that we have communicated and will continue to communicate in a timely manner to the Assignee, its successors, assigns, heirs, and/or designated representatives, any and all facts or information now known or subsequently discovered or provided to us relating to the Inventions, the Applications, the Related Applications, or the Letters Patent, and the history thereof, including any and all facts or information necessary to understand and practice the Inventions, to prepare and file the Applications or the Related Applications, or any material facts or information that could impact the validity, enforceability, or allowability of any claim in any Application, Related Application, or Letters Patent (see Exhibit A). We do further agree and covenant that we will testify and cooperate, as necessary and as reasonably required by Assignee or by its successors, assigns, heirs, and/or designated representatives, in all legal proceedings and generally do all things which may be reasonably necessary or desirable more effectually to secure to and vest in the Assignee, its successors, assigns, and/or heirs the entire right, title, and interest in and to the Inventions, the Applications, the Related Applications, the Letters Patent, and in any other rights, titles, benefits, privileges, and advantages hereby sold, assigned and conveyed, or intended so to be. Assignee attests that we may submit reasonable expenses such as travel, lodging, and/or meals incurred by us during any cooperation or testimony required of us in support of any and all legal proceedings, and that Assignee may reimburse us, individually, for any such reasonable expenses in furtherance of any such legal proceedings. Further, we each covenant and agree to take no affirmative action or, through inaction or omission, fail to act or communicate with Assignee or with its successors, assigns, heirs, and/or designated representatives, if such action or failure to act or communicate might cause harm or damage or otherwise undermine the value, validity, or enforceability of any of the Inventions, the Applications, the Related Applications, or the Letters Patent. Further, we individually do hereby agree that we shall not assist, directly or indirectly, any third party in any attempt to invalidate or render unenforceable any of the Inventions, the Applications, the Related Applications, or the Letters Patent.

AND, furthermore, we individually covenant and agree with the Assignee, its successors, assigns, and/or heirs that no assignment, grant, mortgage, lien, security interest, license, encumbrance, or any other agreement, promise, or obligation affecting or interfering with the rights and property herein conveyed has been made to others by me (or by any other party, to my knowledge) and that the right to convey the entire right, title, and interest in and to the Inventions, the Applications, and the Related Applications, as herein expressed, is possessed by each inventor, and is not subject to any claim or ownership by any current or prior employer of any inventor or by any other person or entity known to any inventor.

AND, furthermore, each inventor does hereby declare and affirm that (i) name, address, and residency indicated in the first paragraph of this Assignment is correct and accurate as of the date of the inventor signature below; (ii) each inventor verily believes that they collectively are the original, first and joint inventors of the subject matter which is claimed and for

which one or more Letters Patent are sought in the Applications and the Related Applications set forth in Exhibit A; (iii) we have reviewed and understand the contents of the specifications, including the claims, as originally-filed or amended hereinafter, contained within the Applications and the Related Applications set forth in Exhibit A; (iv) we claim foreign priority benefits, if any, under Title 35, United States Code, § 119/365 of any foreign application(s) for patent or inventor's certificate listed in the Application Data Sheet corresponding to each respective Application and Related Application set forth in Exhibit A and have also identified in the relevant Application Data Sheet any foreign application for patent or inventor's certificate having a filing date before that of the application which claims such priority; (v) we hereby claim the benefit under Title 35, United States Code, § 120/365 of any United States and PCT international application(s) listed in the Application Data Sheet corresponding with each respective Application and Related Application set forth in Exhibit A and, insofar as the subject matter of each of the claims presented in each of the respective Applications and Related Applications set forth in Exhibit A is not disclosed in the prior United States application listed in the Application Data Sheet and in the manner provided by the first paragraph of Title 35, United States Code, § 112, we hereby acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, § 1.56(a), which occurred between the filing date of each such application from which priority benefit is claimed and the national or PCT international filing date of each respective Application and Related Application set forth in Exhibit A that claims such priority benefit; (vi) we hereby claim the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed in the Application Data Sheet corresponding with each respective Application and Related Application set forth in Exhibit A; and, finally, (vii) we acknowledge the duty to disclose information that is material to the patentability of the claims of each of the respective Applications and Related Applications set forth in Exhibit A, in accordance with Title 37, Code of Federal Regulations, § 1.56.

AND, furthermore, until further notice or subsequent filing of a change of Power of Attorney or correspondence address filed by Assignee or its successors, assigns, heirs, and/or designated representatives, we do hereby appoint the attorney(s) and/or patent agent(s) associated with the below Customer Number to prosecute this application and to transact all business in the U.S. Patent & Trademark Office connected herewith and, specifically, respectfully request that the U.S. Patent & Trademark Office direct all correspondence in this case to the attention of John L. Sotomayor (US Pat. Bar # 57,497) at the email and physical addresses associated with:

CUSTOMER NUMBER 107174

We hereby authorize the attorney(s) and/or patent agent(s) associated with the above Customer Number to act and rely upon instructions from and communicate directly with the Assignee, its successors, assigns, heirs, and/or designated representatives.

IN CONCLUSION, we hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of any application, or any patent issued thereon, associated with such statements.

IN TESTIMONY WHEREOF, I have hereunto set my hand on February 9, 2021.
(Date Signed)

(x) Michael Papineau
Inventor/Assignor: Michael Papineau

IN TESTIMONY WHEREOF, I have hereunto set my hand on February 17, 2021.
(Date Signed)

(x) Mark Feltham
Inventor/Assignor: Mark Feltham

Exhibit A**1. Application(s) Initially Covered By This Inventor Assignment, Covenants, and Declarations:**

- (a) United States Patent No. 10,354,458, entitled "Vehicle Occupancy Verification Utilizing Proximity Confirmation", issued on 7/16/2019;
- (b) United States Patent No. 10,922,703, entitled "Vehicle Occupancy Multiple Verification Utilizing Proximity Confirmation", issued on 2/16/2021;
- (c) United States Patent No. 10,490,076, entitled "Vehicle Parking Space Occupancy Verification and Use Authorization", issued 11/26/2019;
- (d) U.S. Non-Provisional Patent Application No. 15/950559, entitled "System for Incentive Eligibility and Validation for Transport Demand Management (TDM) programs," filed 4/11/2018;
- (e) U.S. Non-Provisional Patent Application No. 16/266288, entitled "Vehicle Occupancy Verification Utilizing Occupancy Confirmation", filed 2/4/2019.