

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6597874

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	RXMEDIC SYSTEMS, INC.	03/03/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MANREX LIMITED	
<b>Street Address:</b>	300 CREE CRESCENT	
<b>City:</b>	WINNIPEG	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	R3J 3W9	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9956145
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(204)942-5723	
<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>		
<b>Phone:</b>	204-947-1429	
<b>Email:</b>	uspto@adeco.com	
<b>Correspondent Name:</b>	ADE & COMPANY INC.	
<b>Address Line 1:</b>	2157 HENDERSON HIGHWAY	
<b>Address Line 4:</b>	WINNIPEG, CANADA R2G 1P9	
<b>ATTORNEY DOCKET NUMBER:</b>	80026-11GEN/ADB	
<b>NAME OF SUBMITTER:</b>	ADRIAN D. BATTISON	
<b>SIGNATURE:</b>	/Adrian D. Battison/	
<b>DATE SIGNED:</b>	03/12/2021	
<b>Total Attachments: 6</b>		
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## PATENT ASSIGNMENT

This Assignment of Patents (this "**Assignment**"), effective as of March 3, 2021 (the "**Effective Date**"), is from RXMEDIC SYSTEMS, INC., a Delaware corporation ("**Assignor**"), to MANREX LIMITED, a Manitoba corporation ("**Assignee**"). Assignor and Assignee are sometimes referred to herein as the "**Parties**" and each individually, a "**Party**".

WHEREAS, Assignor and Assignee have entered into that certain Bill Of Sale And Assignment Agreement, dated as of the Effective Date;

WHEREAS, Assignor owns the patents listed in the attached Schedule A (the "**Patents**");

WHEREAS, pursuant to the Bill Of Sale And Assignment Agreement, Assignor agreed to assign its rights in the Patents to Assignee and Assignee shall acquire the Patents.

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of good and valuable consideration stated in the Bill Of Sale And Assignment Agreement, the receipt and sufficiency whereof are hereby acknowledged, Assignor hereby, transfers, conveys, assigns and delivers, and by these presents is, assigning, transferring and setting over unto Assignee and its successors or assigns the entire right, title and interest, including any and all damages for past, present, and future infringement, for all countries in and to all inventions and improvements disclosed in the aforesaid Patents, and in and to the application, all divisions, continuations, or renewals thereof, all letters patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign country for letters patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all letters patent of foreign countries which may be granted therefrom; and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States letters patent for the aforesaid inventions and improvements to Assignee as the assignee of the entire right, title and interest in and to the same, for the use of Assignee and its successors and assigns;

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with inventions disclosed in the aforesaid Patents, or said application for letters patent, or any assignment or proceeding in connection with letters patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any assignment or division, continuation or continuation-in-part of any application for letters patent, or any reissue or extension of any letters patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, recordation, maintenance, enforcement and defense of letters patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, but at the cost and expense of Assignee, its successors, legal representatives and assigns;

AND, furthermore, Assignor represents, warrants, covenants and agrees with Assignee and its successors and assigns that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by it and that full right to convey the same as herein expressed is possessed by it;

AND, furthermore, all of the representations and warranties of Assignor under the Bill Of Sale And Assignment Agreement executed on the Effective Date relating to or covering the Patents in favor of Assignee are incorporated by reference herein.

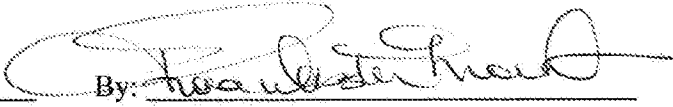
*[Signatures on following pages]*

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

**ASSIGNOR:**  
RXMEDIC SYSTEMS, INC.

**ASSIGNEE:**  
MANREX LIMITED

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Frank Wobster MANREX

Title: \_\_\_\_\_

Title: PRESIDENT

Date: \_\_\_\_\_

Date: March 3, 2021

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

**ASSIGNOR:**  
RXMEDIC SYSTEMS, INC.

By: E-SIGNED by Kyle P. Waltz  
on 2021-03-03 20:42:25 GMT

Name: Kyle P. Waltz

Title: Treasurer

Date: March 03, 2021

**ASSIGNEE:**  
MANREX LIMITED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A

<i>Title</i>	<i>Country</i>	<i>Patent Number</i>	<i>Filing Date</i>	<i>Inventor(s)</i>	<i>Assignee</i>
Visual Counting System	United States	US 9,956,145B2	September 23, 2015	Derek William Thompson, Brian Marshall Burney, Bryant James, Deakins, Michael Jones, Steven Craig Israel, Corey Spencer Martin	Manrex Limited
Visual Counting System	Canada	CA 2,997,931A1	August 29, 2016	Derek William Thompson, Brian Marshall Burney, Bryant James, Deakins, Michael Jones, Steven Craig Israel, Corey Spencer Martin	Manrex Limited

Visual Counting System	Mexico	MX/A/2018/003568A	August 29, 2016	Derek William Thompson, Brian Marshall Burney, Bryant James, Deakins, Michael Jones, Steven Craig Israel, Corey Spencer Martin	Manrex Limited
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