

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
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Property Type	Number
Application Number:	17231123
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DATE SIGNED:	04/15/2021
Total Attachments: 4	
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ASSIGNMENT

WHEREAS **Derek Hamilton**, whose full post office address is **81 Avondale Ave. S., Waterloo, Ontario, N2L 2C1, Canada** (hereinafter "the Assignor"), is the inventor of an invention disclosed in United States Patent Application Serial No. 63/028,980, filed on May 22, 2020 entitled **METHOD AND APPARATUS FOR SIPHONING A BEVERAGE INTO A FLEXIBLE CONTAINER**, and United States Patent Application Serial No. 17/231,123, filed on April 15, 2021 entitled **METHOD AND APPARATUS FOR SIPHONING A BEVERAGE INTO A FLEXIBLE CONTAINER** (hereinafter "the Applications");

AND WHEREAS **Fermtech Ltd.**, whose full post office address **65 Howard Place, Kitchener, Ontario N2K 2Z4, Canada** (hereinafter "the Assignee"), has acquired from the Assignor his entire right, title and interest in and to the invention, in all countries of the world, including his rights to the Applications and all related applications and patents thereon, including any and all international, national and regional phase applications based on the Applications, and other counterpart applications in all countries, and any and all substitutes, divisionals, continuations and continuations-in-part, and any Letters Patent that may be obtained therefor, and in any and all reissues, extensions, renewals and reexaminations of such applications and patents, including the right to claim priority to the Applications, and to all related applications and patents thereon filed by the Assignor or Assignee, including 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, and to invoke and claim any such right of priority without further written or oral authorization from the Assignor;

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Assignor hereby confirm that, as of the filing date of the Applications, he has assigned, and to any extent not done, effective as of the filing date of the Applications, 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 Assignor hereby confirms that the Applications were made or was authorized to be made by himself and that he believes himself to be the original inventor of a claimed invention in the Applications.

The Assignor 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 and the Assignee authorize and empower Bereskin & Parr LLP/S.E.N.C.R.L., s.r.l., whose complete address is Scotia Plaza, 40 King Street West, 40th Floor, Toronto, Ontario M5H 3Y2, 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 Assignor 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 Assignor hereby acknowledges 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.

This Assignment may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument.

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.*

SIGNED AT Waterloo, ON this 9 day of April, 2021.

Jane Hamilton
Signature of Witness
Name: Jane Hamilton

Derek Hamilton
By: **Derek Hamilton**

SIGNED AT Waterloo, ON this 9 day of April, 2021.

Jane Hamilton
Signature of Witness
Name: Jane Hamilton

Derek Hamilton
By: **Fermtech Ltd.**
Name: Derek Hamilton
Title: President