

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6714537

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID M. ROGERS	04/14/2021
JOHN WARREN AIKENS	04/14/2021
RECEIVING PARTY DATA	
Name:	MCCAIN FOODS LIMITED
Street Address:	8800 MAIN STREET
City:	FLORENCEVILLE-BRISTOL, NEW BRUNSWICK
State/Country:	CANADA
Postal Code:	E7L 1B2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29777438
CORRESPONDENCE DATA	
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<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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NAME OF SUBMITTER:	NICHOLAS AITKEN
SIGNATURE:	/Nicholas Aitken/
DATE SIGNED:	05/18/2021
Total Attachments: 4	
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Confirmatory Assignment

WHEREAS **David M. Rogers**, whose full post office address is 331 Lacoote Drive, Skiff Lake, New Brunswick, E6H 2M5, Canada, **John Warren Aikens** whose full post office address is 68 Gravenstein Street, New Maryland, New Brunswick, E3C 1B8, Canada (hereinafter "the Assignors"), are the inventors of a new design disclosed in **United States** Design Patent Application No. **29/777,438**, filed on **April 6, 2021** entitled **CUTTER HEAD FOR CUTTING FOOD PRODUCTS**, (hereinafter "the Application");

AND WHEREAS **McCain Foods Limited** whose full post office address is **8800 Main Street, Florenceville-Bristol, New Brunswick, E7L 1B2 Canada** (hereinafter "the Assignee"), has acquired from the Assignors their entire right, title and interest in and to the design, in all countries of the world, including their rights to the Application and all related applications, registrations and design patents thereon, including any and all international, national and regional phase applications based on the Application, 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, registrations, and design patents, including the right to claim priority to the Application, and to all related applications and patents thereon filed by the Assignors 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 Assignors;

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 Assignors hereby confirm that, as of the filing date of the Application, they have assigned, and to any extent not done, effective as of the filing date of the Application, 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 design, including their rights to the Application, and all related applications, registrations, and patents thereon, including the right to claim priority to the Application and to all related applications, registrations, 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 Application was made or was 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 Application.

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 Application for the design, and all related applications, registrations, 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 Assignors 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 Application, 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.

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 RPC Fredericton NB this 14 day of April, 2021.

[Signature]
Signature of Witness

Name: Mark MacLean

[Signature]
By: David M. Rogers

SIGNED AT FREDERICTON, NB this 14 day of April, 2021.

[Signature]
Signature of Witness

Name: Mark MacLean

[Signature]
By: John Warren Aikens

SIGNED AT Toronto, Ontario, this 10 day of May, 2021.

[Signature]
Witness
(Print & Sign)

[Signature]
McCain Foods Limited

Name: D. D. Hatcher, CLO

[Signature]
Witness
(Print & Sign)

M. RAMSEY

[Signature]
McCain Foods Limited

Name: PIERRE DAVET