

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TREX ENTERPRISES CORPORATION	11/18/2016
RECEIVING PARTY DATA		
Name:	KINETICOR, INC.	
Street Address:	3465 WAIALAE, SUITE 300A	
City:	HONOLULU	
State/Country:	HAWAII	
Postal Code:	96816	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15626995
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<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:	KNOBBE, MARTENS, OLSON & BEAR, LLP	
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ATTORNEY DOCKET NUMBER:	MRIM.017A2C1	
NAME OF SUBMITTER:	JUN HYUK (ZACH) HONG	
SIGNATURE:	/Jun Hyuk Hong/	
DATE SIGNED:	07/13/2021	
Total Attachments: 3		
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 22nd day of July, 2015 and is by TREX ENTERPRISES CORPORATION, a California corporation having offices at 10455 Pacific Center Ct., San Diego, California 92121 ("ASSIGNOR").

WHEREAS, ASSIGNOR represents and warrants that it is the sole owner of the entire right, title, and interest to an invention ("Invention") disclosed in a Patent Cooperation Treaty (PCT) patent application filed in the United States Patent and Trademark Office on July 22, 2015 as Application No. PCT/US2015/041615 ("Application");

WHEREAS, KINETICOR, INC., a Delaware corporation having offices at 4471 Kahala Avenue, Honolulu, Hawaii 96816 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S Inventions that may be disclosed therein; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been filed in the United States or in any foreign country (including, but not limited to, U.S. Provisional Patent Application No. 61/849,338, filed on January 24, 2013; U.S. Patent Application No. 13/831,115, filed on March 14, 2013; U.S. Provisional Patent Application No. 61/834,382, filed on June 12, 2013; PCT Application No. PCT/US2014/012806, filed on January 23, 2014; U.S. Provisional Patent Application No. 62/028,194, filed on July 23, 2014; and U.S. Patent Application No. 14/806,521, filed on July 22, 2015) and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted in any country or countries foreign to the U.S., all extensions, renewals and reissues thereof.

D. Any copyright rights, copyrightable subject matter, copyright registrations, and reproduction rights related to the Invention.

E. All parts and components of significant value purchased or developed by ASSIGNOR during the development of the Invention including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data purchased or developed by ASSIGNOR during the development of the Invention, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

F. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out its obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of San Diego, and the parties expressly agree that jurisdiction and venue are proper in said courts.

D. ASSIGNOR acknowledges that, to the best of its knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR, and ASSIGNOR has the right to seek independent counsel of its choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

(The remainder of this page is intentionally left blank. The signature page follows.)

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 18th day of November 2016.

TREX ENTERPRISES CORPORATION

By: Deborah A. Doyle

Name Printed: Deborah A. Doyle

Title: COO/CFO

Date: 11/18/16

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____ }
COUNTY OF _____ } ss.

On _____ before me, _____

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

[SEAL]