

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6923022

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RAINY DAY FABRICATING INC.	09/17/2021
RECEIVING PARTY DATA		
Name:	10081886 MANITOBA LTD.	
Street Address:	PO BOX 811	
City:	MORRIS	
State/Country:	CANADA	
Postal Code:	R0G 1K0	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8752694
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	12049471429	
Email:	cipo@adeco.com	
Correspondent Name:	ADE & COMPANY INC..	
Address Line 1:	2157 HENDERSON HIGHWAY	
Address Line 4:	WINNPEG, CANADA R2G 1P9	
ATTORNEY DOCKET NUMBER:	88401-1GEN/KRS	
NAME OF SUBMITTER:	KYLE R SATTERTHWAITE	
SIGNATURE:	/Kyle R Satterthwaite/	
DATE SIGNED:	09/17/2021	
Total Attachments: 4		
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT AND AGREEMENT is made as of ~~May~~ Sept 17 2021.

BETWEEN:

10081886 MANITOBA LTD., a corporation incorporated under the laws of Manitoba, having an office at _____, Attention: President
(the "Corporation")

- and -

RAINY DAY FABRICATING INC., a corporation incorporated under the laws of the Province of Saskatchewan, having an office at _____, Attention: President
(the "Assignor")

WHEREAS:

- A. The Assignor is the owner of Canadian Patent No. 2779441 and US Patent No. 8752694 regarding the invention more commonly referred to as "Auger Hopper with Enhanced overflow trapping ability".
- B. The Assignor wishes to sell, convey, assign and transfer to and in favour of the Corporation and the Corporation wishes to acquire any and all right, title and interest which the Assignor may have, throughout the world, in, to and under the Intellectual Property (as defined in Schedule A).

NOW THEREFORE in consideration of the sum of One Canadian dollar (\$1.00) paid by the Corporation to the Assignor and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Corporation and the Assignor hereby agree that:

1. **Preamble.** The preamble of this Assignment is an integral part of this Assignment.
2. **Assignment.** The Assignor hereby sells, conveys, assigns and transfers to the Corporation any and all of its entire right, title and interest which the Assignor may now have or may in the future acquire, anywhere in the world, legal and equitable, worldwide, in, under and to the Confidential Information (as defined below) and the Intellectual Property, free and clear of all Encumbrances (as defined in Schedule A).
3. **Non-Assignable IP.** To the extent that any such Intellectual Property or Confidential Information is not sellable, conveyable, assignable or transferable to the Corporation (the "Non-Assignable IP"), the Assignor hereby grants to the Corporation, without any limitations or additional remuneration, an exclusive, royalty-free, fully-paid, transferrable, irrevocable, sublicenseable (through multiple tiers), perpetual, worldwide, right and licence to make, have made, modify, manufacture, reproduce, sublicense, import, offer to sell, sell, practice any method or process in connection therewith, copy, distribute, display, perform, publish, transmit, host, market, create derivative works of, bundle, adapt, communicate, use, and otherwise fully exploit such Non-Assignable IP and any Intellectual Property relating thereto, and any residual rights the Assignor holds in the Non-Assignable IP and any Intellectual Property relating thereto will be held by it in trust for the sole benefit of the Corporation. The Assignor will convey, sell, assign, transfer, dispose of and otherwise deal with the Non-Assignable IP and any Intellectual Property relating thereto (including the execution and delivery of all documents and other instruments relating to the Non-Assignable IP) in such a manner as the Corporation shall from time to time direct. The Assignor acknowledges and agrees that the Corporation can grant sublicences with respect to the Non-Assignable IP and any Intellectual Property relating thereto.
4. **Moral Rights Waiver.** The Assignor hereby waives in favour of the Corporation (including its nominees) any and all moral rights, or similar rights, which the Assignor may have in or relating to the Intellectual Property and the Confidential Information.
5. **Full Enjoyment.** The Intellectual Property and the Confidential Information is to be held and enjoyed by the Corporation for its own use and benefit to the full end of the term for which such rights may exist in any country, as fully and entirely as the Intellectual Property and the Confidential Information would have been held and enjoyed by the Assignor had this Assignment not been made. The Assignor acknowledges and agrees that the Corporation may use and/or alter the Intellectual Property and the Confidential Information as it sees fit in its absolute discretion.
6. **Representations & Warranties.** The Assignor represents and warrants that it has the right to sell, transfer, convey and assign any of its right, title and interest in all of the Confidential Information and the Intellectual Property. The delivery of this Assignment has not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations the Assignor has to any third party.
7. **Further Assurances.** The Assignor covenants and agrees upon the request of the Corporation, and without further consideration, but at the expense of the Corporation:

- (a) To execute and deliver any and all further documents and do all acts and things which may be necessary or desirable to give effect to this Assignment and generally do everything possible to aid the Corporation (including its representatives and nominees) to obtain and enforce proper Intellectual Property protection for the Intellectual Property and Confidential Information in all countries, including the execution of any and all papers and documents and do all other lawful acts that the Corporation may deem necessary or desirable to obtain registrations on the Intellectual Property and to secure the grant of such registrations.
 - (b) To do all lawful acts to secure and protect the Corporation's rights and interests in the Intellectual Property, including the giving of testimony, without further consideration but without expense to the Assignor.
 - (c) To sign, and cause each of the Assignor's employees, agents, donors, sponsors, users, investors, licensees, and contractors, if any, to sign all documents (including written assignments and waivers) and provide any and all information and assistance that the Corporation may require in order to vest, perfect, obtain or protect the rights in and/or to the Intellectual Property and Confidential Information.
8. **Issuance.** The Assignor authorizes and requests any official whose duty it is to issue patents, industrial designs, trademarks, domain names or copyrights (as the case may be) to issue each and every Letters Patent, industrial design, trademark, domain name or copyright (as the case may be) to be granted upon the Intellectual Property in any and all countries to the Corporation as the assignee of its entire right, title and interest therein in accordance with this Assignment.
9. **Confidentiality.** The Assignor acknowledges and agrees that the Assignor is and has been in possession of confidential and proprietary information concerning the Intellectual Property and the Corporation, whether in oral, written, graphic or machine-readable form (collectively, the "Confidential Information"). The Assignor acknowledges and agrees that the Assignor has not, shall not nor will the Assignor assist any other person, directly or indirectly, to disclose any Confidential Information to any person not expressly authorized by the Corporation to receive such Confidential Information. The Assignor has not and shall not use, publish or sell for the Assignor's own purposes or for any purpose, other than to carry out the Assignor's obligations under this Assignment, any Confidential Information, which shall be held by the Assignor in strict confidence in a fiduciary capacity and solely for the benefit of the Corporation. The Assignor shall take all steps and do all things necessary to preserve the value, confidential nature and proprietary nature of the Confidential Information. The definition of "Confidential Information" shall also include all of the Intellectual Property relating to the Confidential Information.
10. **Schedules.** The definitions in Schedule A attached to this Assignment and the additional provisions in Schedule B attached to this Assignment form part of this Assignment.
11. **Read & Understood.** The Assignor has read and understands the terms of this Assignment and executes this Assignment knowingly and freely after having obtained such independent legal advice as the Assignor deemed necessary in advance of executing this Assignment.
12. **Power of Attorney.** The Assignor hereby grants the Corporation the right and the power as attorney for the Assignor to exercise all rights and powers and to perform all acts with respect to the Confidential Information and the Intellectual Property, and all priority rights derived therefrom. The power of attorney herein granted is in addition to, and not in substitution for, any other power of attorney delivered by the Assignor to the Corporation, and such powers of attorney may be relied upon by the Corporation severally or in combination.

IN WITNESS WHEREOF the parties have executed this Assignment as of the date first mentioned above.

RAINY DAY FABRICATING INC.

By: 
Name: MARSHALL ZACHARIAS
Title: PRESIDENT

10081886-MANITOBA LTD.

By: 
Name: CAM CORNELSEN
Title: PRESIDENT

Schedule A

Definitions

For the purposes of this Assignment:

"Encumbrances" means any charges, claims, liens, options, pledges, security interests, mortgages, rights of first option, rights of first refusal, licences or similar restrictions.

"Intellectual Property" means:

Canadian Patent No. 2779441 and US Patent No. 8752894 both titled "The Auger Hopper with Enhanced overflow trapping ability" together with all inventions, discoveries and rights disclosed therein and related thereto .

Schedule B

General

Injunction. The Assignor acknowledges and agrees that the actual or threatened breach by the Assignor of the covenants, representations or warranties set forth in this Assignment would cause immediate, substantial, and irreparable harm to the Corporation. The Assignor acknowledges and agrees that temporary and/or permanent injunctive relief would be appropriate remedies against such breach, without bond or security, which is hereby waived by the Assignor, provided that nothing herein shall be construed as limiting any other legal or equitable remedies the Corporation might have.

Notice. Any notice required or authorized under this Assignment to be given by either party to the other party shall be in writing and may be delivered in person or by courier, transmitted by facsimile or sent by prepaid registered mail and addressed to the addresses described above or such other parties or such other addresses as either party shall notify the other party in writing. Any notice given shall be deemed to be received on the date of delivery by person or by courier or by transmission by facsimile as the case may be or on the fifth business day following the date of mailing.

Severability. If any provision of this Assignment is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of any other provision of this Assignment. Subject to any applicable legislation, the parties agree that the assignment of each component of the Intellectual Property and/or the Confidential Information shall be construed as separable and divisible from the assignment of every other component of the Intellectual Property and/or the Confidential Information, and accordingly, the illegality, unenforceability or invalidity of this Assignment with respect to any one component of the Intellectual Property and/or the Confidential Information shall not limit its enforceability, legality or validity, in whole or in part, with respect to any other components of the Intellectual Property and/or the Confidential Information.

General. This Assignment will enure to the benefit of and be binding upon the Assignor and the Corporation, and their respective successors, assigns, nominees, heirs, executors and personal representatives. The parties acknowledge and agree that this Assignment and any schedules attached hereto constitutes the entire agreement between the parties and supersedes all previous representations or agreements, written or oral, between the parties hereto. All reference to dollar amounts in this Assignment shall be lawful money of Canada. This Assignment may not be modified or amended except by written agreement of the parties hereto. No party shall be bound by any waiver of any provision of this Assignment unless such waiver is consented to in writing by that party. This Assignment and any amendment may be executed and delivered by the parties in any number of counter parts, each of which when executed and delivered shall be an original and all of which taken together shall constitute one and the same instrument. A faxed copy or photocopy or a .pdf of this Assignment executed by a party in counterpart or otherwise will constitute a properly executed, delivered and binding agreement or counterpart of the executing party. This Assignment will be construed in accordance with the laws of the Province of Manitoba and Canada. All representations, warranties, covenants, indemnities and obligations in this Assignment shall survive the consummation of the transactions contemplated under this Assignment and shall continue in full force and effect.