

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7234411

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROY GARDINER	03/07/2022
STEVE HORVATH	03/07/2022
RECEIVING PARTY DATA	
Name:	BIOPODS INC.
Street Address:	89 OAKSIDE DRIVE
City:	UXBRIDGE, ONTARIO
State/Country:	CANADA
Postal Code:	L9P 2A6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16700110
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	M. CLARE FREDERICK
SIGNATURE:	/M. Clare Frederick/
DATE SIGNED:	03/21/2022
Total Attachments: 3	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**") is made by Steve Horvath and Roy Gardiner ("**Assignors**") in favor of Biopods Inc. ("**Assignee**"), a Canadian corporation, located at 89 Oakside Drive, Uxbridge, Ontario, Canada L9P 2A6.

WHEREAS, under the terms of this Agreement, Assignors convey, transfer, and assign to Assignee certain intellectual property of Assignors and have agreed to execute and deliver this Patent Assignment for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest in and to the following (the "**Assigned Patents**"):

(a) the patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(b) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignors hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the date hereof, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. **Counterparts.** This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the

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same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

4. **Successors and Assigns.** This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the laws of Canada or any other jurisdiction)

IN WITNESS WHEREOF, Assignors have duly executed and delivered this Patent Assignment as of the date written below.

Signatures

By: 

Date: MARCH 7, 2022

Name: Roy Gardiner

Address: 5037 FRANKLIN ST. CLAREMONT, ON L4Y 1B4

By: 

Date: March 7, 2022

Name: Steve Horvath

Address: 89 Oaksider Drive, Uxbridge, ON, L9P 2A6

SCHEDULE 1
ASSIGNED PATENTS

Title	Jurisdiction	Application Number	Filing Date	Status
Variable Reflex Footwear Technology	US	62/774,469	December 3, 2018	Expired
Variable Reflex Footwear Technology	US	16/700,110	December 2, 2019	Pending
Variable Reflex Footwear Technology	WO	PCT/CA2019/051723	December 2, 2019	Expired
Variable Reflex Footwear Technology	AU	2019391647	July 1, 2021	Pending
Variable Reflex Footwear Technology	EPO	19892540.6	July 2, 2021	Pending
Variable Reflex Footwear Technology	CA	3121925	June 3, 2021	Pending
Variable Reflex Footwear Technology	SK	10-2021-7020047	June 28, 2021	Pending
Variable Reflex Footwear Technology	CN	2019800902853	July 26, 2021	Pending