

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7310810

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OPTIMAL ACTUATION, INC.	03/31/2022
RECEIVING PARTY DATA	
Name:	CAPTIAL TRANSPORTATION (HK) INVESTMENT LTD.
Street Address:	253-261 HENNESSY ROAD
Internal Address:	EASEY COMMERICAL BUILDING, ROOM 901/9F
City:	WANCHAI
State/Country:	HONG KONG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10253864
CORRESPONDENCE DATA	
Fax Number:	
<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:	9043621607
Email:	vincent.genovese@gmail.com
Correspondent Name:	VINCENT GENOVESE
Address Line 1:	279 MONTEGO WAY
Address Line 4:	PONTE VEDRA BEACH, FLORIDA 32082
NAME OF SUBMITTER:	VINCENT GENOVESE
SIGNATURE:	/Vincent Genovese/
DATE SIGNED:	05/03/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=Joint Director and Shareholder Resolutions (Patent Assignment) 3_24_22 executed_#page1.tif	
source=Joint Director and Shareholder Resolutions (Patent Assignment) 3_24_22 executed_#page2.tif	
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**JOINT ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS AND SHAREHOLDERS OF
OPTIMAL ACTUATION, INC.**

The 24 day of March 2022

The undersigned, constituting the all of the members of the Board of Directors (the "Board") and all of the Shareholders (the "Shareholders") of Optimal Actuation, Inc., a Delaware corporation (the "Company"), hereby approves, adopts and consents to the adoption of the following preambles and resolutions, effective as of the date written above, by unanimous written consent in lieu of a meeting of the Board or the Shareholders, pursuant to Section 141(f) of the Delaware General Corporation Law, as amended (the "DE Act"), and Section 228 of the DE Act, as applicable, to have the same force and effect as if taken by unanimous vote of all members of the Board and all Shareholders at a duly called and legally held meeting of the Board or the Shareholders, as applicable, which consent shall be filed in the Company's minute book.

APPROVAL OF TRANSFER OF PATENT

WHEREAS, the Company is owner of US Patent 10,253,864 B2 BEARING WAVE GENERATOR ASSEMBLY, dated April 9th, 2019;

WHEREAS, the Company's capitalized value of Patent 10,253,864 is \$7,674.27;

WHEREAS, the Company has an outstanding note dated June 20, 2018 with Capital Transportation (HK) Investment Ltd. with an outstanding balance of \$1,700,000.00 dollars plus accrued interest;

WHEREAS, after consideration and review by the Board and the Shareholders, the Board and the Shareholders have determined that it is advisable and in the best interests of the Company and its Shareholders for the Company to transfer ownership of Patent 10,253,864 to Capital Transportation (HK) Investment Ltd. as partial loan repayment;

WHEREAS, the Shareholders and the Board intend to approve this asset sale by unanimous written consent; and

NOW, THEREFORE, BE IT RESOLVED, that the Board and Shareholders approve the transfer of Patent 10,253,864 to Capital Transportation (HK) Investment Ltd. as a partial loan repayment in the amount of \$7,674.27.

RESOLVED FURTHER, that the Board hereby authorizes and directs Vincent Genovese, as the Company's CEO, to file a Patent Assignment with the United States Patent and Trademark Office, with such certificate to be effective as of March 24, 2022.

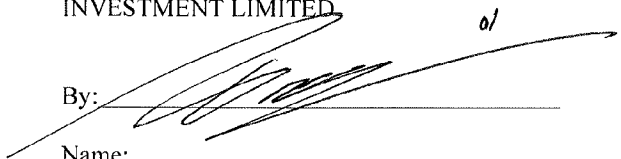
IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first written above.

SIGNATURE PAGE FOLLOWS

**PATENT
REEL: 059797 FRAME: 0281**

SHAREHOLDERS:

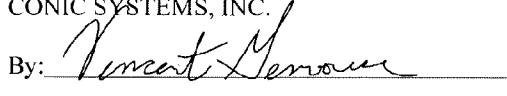
CAPITAL TRANSPORTATION (HK)
INVESTMENT LIMITED

By:  of

Name: _____

Title: _____

CONIC SYSTEMS, INC.

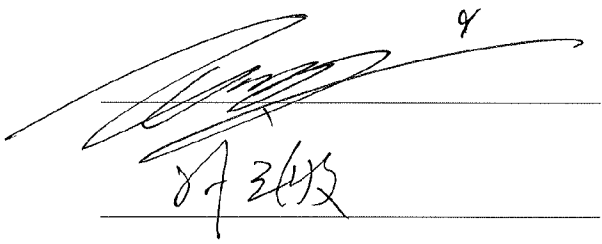
By: 

Name: Vincent Genovese

Title: President

DIRECTORS:



 of 2/1/15

ASSIGNMENT

OPTIMAL ACTUATION, INC., a company located at 279 Montego Way, Ponte Vedra Beach, FL 32082, hereinafter referred to as the "Assignor", hereby for good, valuable and sufficient consideration to the Assignors, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer to Capital Transportation (HK) Investment Limited, located at Room 901, 9/F, Easey Commercial Building, 253-261 Hennessy Road, Wanchai, Hong Kong, hereinafter referred to as the "Assignee," the US patent No. 10,253,864 and:

- (i) all of the entire worldwide right, title and interest in, to and under the Inventions,
- (ii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the portions, in whole or in part, of any and all applications based on or arising from the Invention or the Application, including provisional, utility, design, international, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (iv) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under the portions, in whole or in part, of any and all patents based on or arising from the Invention or the Application, including utility, design, international, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignors' attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Invention, the Application and the portions, in whole or part, of any and all applications or patents based on or arising from the Invention or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, the above, including items (i) through (iv) and (a) through (c), hereinafter referred to as the "Property and Related Rights."

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby further COVENANTS AND WARRANTS that the Assignor will, without further consideration or payments to the Assignor but at the Assignee's expense, perform the following as relating to the Invention, the Application and the portions of any and all applications or patents based on or arising from the Invention or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Invention, the Application and the portions, in whole or in part, of any and all applications or patents based on or arising from the Invention or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete agreement between the parties and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Florida, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of Florida in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of March 31, 2021, or effective as of the conception date of the Invention if earlier.



Vincent Genovese
President
OPTIMAL ACTUATION, INC.