

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7383244

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHNSON ELECTRIC INTERNATIONAL AG	04/28/2022
RECEIVING PARTY DATA	
Name:	STACKPOLE INTERNATIONAL POWDER METAL, LTD.
Street Address:	THREE BENTALL CENTRE, 595 BURRARD STREET
Internal Address:	SUITE 2600, PO BOX 49314
City:	VANCOUVER
State/Country:	BRITISH COLUMBIA
Postal Code:	V7X1L3
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12886026
CORRESPONDENCE DATA	
Fax Number:	(416)863-1515
<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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Email:	info@millmanip.com
Correspondent Name:	AIRD & MCBURNEY LP
Address Line 1:	BROOKFIELD PLACE, 181 BAY STREET, SUITE 1800
Address Line 4:	TORONTO, ONTARIO M5J 2T9
ATTORNEY DOCKET NUMBER:	JEL-058
NAME OF SUBMITTER:	SUSAN SIHOTA
SIGNATURE:	/Susan Sihota/
DATE SIGNED:	06/15/2022
Total Attachments: 3	
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PATENT ASSIGNMENT

This Patent Assignment (this "Agreement") is made as of this 28 April, 2022 (the "Effective Date"), by and between:

Johnson Electric International AG, a corporation organized and existing under and by virtue of the laws of Switzerland, having a registered office at Freiburgstrasse 33, CH-3280 Murten, Switzerland ("Assignor"), and

Stackpole International Powder Metal, Ltd., a corporation organized and existing under and by virtue of the laws of the Province of British Columbia, Canada, having a registered office at Suite 2600, Three Bentall Centre, P.O. Box 49314, 595 Burrard Street, Vancouver, BC V7X 1L3, Canada and a principal office at 1325 Cormorant Road, Ancaster, Ontario, Canada L9G 4V5 ("Assignee");

Each hereinafter referred to collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, Assignor has agreed to irrevocably transfer and assign to Assignee all of its rights, title and interest, in and to U.S. Patent Application No. 12/886,026 (the "Patent").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ASSIGNMENT

Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee all of its rights, title and interest of every kind and character in and to:

- (a) the Patent to the full extent of its ownership or interest therein, including, without limitation, all domestic patent applications and registrations therefore in the United States of America (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, re-examinations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing, and all pending and abandoned patent applications to which the Patent claims priority);
- (b) all patents that are related to the Patent through terminal disclaimer;
- (c) all goodwill associated therewith;
- (d) all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing and to retain any damages and profits due or accrued); and
- (e) any and all other rights and interests arising out of, or in connection with, or in relation to the Patent and upon Assignee's reasonable request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable

form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in, and to, the Patent.

2. PAYMENT

In consideration of the assignment of rights granted pursuant to Clause 1, Assignee will pay to Assignor ten (10) U.S. Dollar (USD \$10), the receipt and full satisfaction of which is hereby acknowledged by the Parties.

3. AUTHORITY

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the performance of such obligations will not conflict with, or result in, a breach of any agreement to which such Party is a party or is otherwise bound.

4. TITLE

Assignor represents and warrants that Assignor is the lawful owner of all right, title and interest in and to the Patent, and has the unrestricted right to grant the rights granted under Clause 1 of this Agreement free and clear of any title defects, encumbrances, liens, security interests, mortgages, registrations, licenses, immunities or claims of any nature (including, without limitation, covenants not to sue, government grants, identifications to standard committees, or any other restriction on the rights relating to the Patent) whether threatened, pending or otherwise held or claimed by anyone.

5. VALIDITY & ENFORCEABILITY

Assignor represents and warrants to Assignee that, at the Effective Date of this Agreement, the Patent has not been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding.

6. GENERAL

- 6.1 Governing Law:** This Agreement shall be construed in accordance with, and governed by the laws of Switzerland, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of Switzerland to the rights and duties of the Parties.
- 6.2 No Waiver:** No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
- 6.3 Severability:** If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

6.4 **Entire Agreement:** This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

Johnson Electric International AG


(Signature)

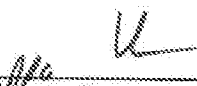
Name: Stefan Krebs

Title: Regional VP APG Europe

Date: 28-04-2022

Address: Freiburgstrasse 33, 3280, Murten,
Switzerland

Johnson Electric International AG


(Signature)

Name: Kevin Bisset

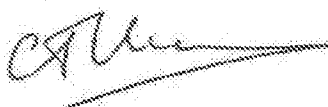
Title: Finance Director Europe

Date: 28-04-2022

Address: Freiburgstrasse 33, 3280, Murten,
Switzerland

Assignee:

Stackpole International Powder Metal, Ltd.


(Signature)

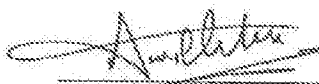
Name: Christopher John Hasson

Title: Director

Date:

1325 Cormorant Road, Ancaster, Ontario,
Canada L9G 4V5

Stackpole International Powder Metal, Ltd.


(Signature)

Name: Amit Chhabra

Title: Director

Date:

1325 Cormorant Road, Ancaster, Ontario,
Canada L9G 4V5