

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7633777

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JON JOHNSTON	09/29/2022
RECEIVING PARTY DATA	
Name:	BILLY GOAT TECH USA, LLC
Street Address:	211 MAIN STREET
City:	JACKSON
State/Country:	NEW HAMPSHIRE
Postal Code:	03846
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9393482
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:	6037287739
Email:	tyler@frontyardlaw.com
Correspondent Name:	TYLER T. RAY
Address Line 1:	53 TECHNOLOGY LANE
Address Line 2:	SUITE 9
Address Line 4:	CONWAY, NEW HAMPSHIRE 03818
NAME OF SUBMITTER:	/TYLER T. RAY/
SIGNATURE:	/Tyler T Ray/
DATE SIGNED:	11/08/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3	
source=Billy Goat USA Tech Patent Assignment 2022 09 27#page1.tif	
source=Billy Goat USA Tech Patent Assignment 2022 09 27#page2.tif	
source=Billy Goat USA Tech Patent Assignment 2022 09 27#page3.tif	

PATENT ASSIGNMENT

In accordance with this Patent Assignment (the "**Agreement**") as between the Assignor and Assignee as of September 29, 2022 (the "**Effective Date**");

WHEREAS, **JON JOHNSTON**, an individual with an address of 1433 Willow Drive, Pemberton, British Columbia, V0N 2L0 (the "**Assignor**"), is the owner of the **SNOW CLIMBING PLATE FOR USE WITH A CRAMPON** invention, and United States Patent No. **9,393,482** wherein such invention is disclosed, all of all and all rights, title and interest in and to such invention and all of the patent applications and registrations therefor and relating thereto, and all intellectual property rights relating to the foregoing (the "**Assigned IP**").

AND WHEREAS, **BILLY GOAT TECH USA, LLC.**, a limited liability company duly incorporated under the laws of the State of New Hampshire, United States of America, having the address of 211 Main Street, Jackson, NH USA 03846 (the "**Assignee**"), has received and will receive such Assigned IP in accordance with the Asset Purchase Agreement between the Assignor, Assignee and Billy Goat Technologies Inc. dated September 29, 2022 (the "**APA**").

NOW THEREFORE In consideration of good and valuable consideration, as set out in the APA, and other good and valuable consideration provided by the Assignee to the Assignor, the receipt of all of which is hereby acknowledged, Assignor does hereby, as of the Effective Date of this Agreement, assign and transfer unto Assignee, Assignor's full and exclusive present and future rights, and entire rights, title and interest in and to the Assigned IP worldwide, including all registered and common law rights in the Assigned IP, the right to all registrations for the Assigned IP, and, if so available, the right to claim damages for past infringement upon the Assigned IP. The Assignor further hereby waives its moral rights in the Assigned IP.

The Assignor warrants and represents that:

- (i) all of Assignor's rights, title and interest in and to the Assigned IP are assigned to the Assignee in accordance with this Agreement; and
- (ii) Assignor has not transferred any right, title, or interest in and to the Assigned IP to any other person other than to the Assignee in accordance with the APA and this Agreement.

Assignor agrees that it will without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain right in and to maintain the Assigned IP, and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

Assignor hereby authorizes and requests the applicable intellectual property offices to recognize the Assignee's rights, as the assignee of the Assignor's entire rights, title and interest in and to the Assigned IP, of sole use and benefit of the Assigned IP, and for the use and benefit of its successors and assigns, to the full end of the term for which rights in the Assigned IP may be granted as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made. The parties agree that this Agreement may be filed with an intellectual property office to confirm the ownership of Assigned IP by a person who is not the agent of record for such Assigned IP, and hereby authorize such filing by such person.

The provisions of this Agreement shall enure to the benefit of the successors and assigns of the Assignee and shall be binding upon the heirs, executors and personal representatives of the Assignor.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement.

If any provision of this Agreement conflicts with any provision of any other agreement between the Assignor and the Assignee relating to the Intellectual Property rights of the Assignor and Assignee, the provisions of this Agreement will govern.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, as applicable, without regard for any conflict of law provision of that jurisdiction or any other jurisdiction. Each party submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario and the federal courts of Canada, as applicable, in any action or proceeding arising out of or relating to this Agreement.

This Patent Assignment is:

SIGNED this ____ day of _____, 2022, at the city of _____, in the province of _____, Canada.

Witnessed By:

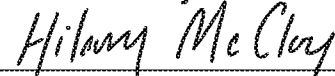
JON JOHNSTON

Name: _____

Address: _____

SIGNED this **27** day of **September**, 2022, at the city of **Jackson**, in the province of **New Hampshire**, United States.

Witnessed By:



Name: **Hilary McCloy**

Address: **211 Main Street
Jackson, NH 03846**

BILLY GOAT TECH USA, LLC

Per: 

Name: **Andrew Drummond**
Title: **Manager**

I have the authority to bind the corporation

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This Patent Assignment is:

SIGNED this 27th day of SEPTEMBER, 2022, at the city of PEMBERTON, in the province of BC, Canada.

Witnessed By:

JON JOHNSTON

Name: Susan Medville

Address:

P.O. Box 342

Pemberton, BC

VONZLO Canada

SIGNED this ____ day of _____, 2022, at the city of _____, in the province of _____, United States.

Witnessed By:

BILLY GOAT TECH USA, LLC

Name:

Per:

Address:

Name:

Title:

I have the authority to bind the corporation