

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8015743

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INVENT TO BUILD INC.	06/09/2023
RECEIVING PARTY DATA	
Name:	UNITIWALL CORPORATION
Street Address:	2520 HAINES RD.
City:	MISSISSAUGA
State/Country:	CANADA
Postal Code:	L4Y 1Y6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11428002
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>	
Email:	patents.toronto@dlapiper.com
Correspondent Name:	DLA PIPER (CANADA) LLP
Address Line 1:	100 KING ST. W., SUITE 6000
Address Line 4:	TORONTO, CANADA
ATTORNEY DOCKET NUMBER:	107576-00005.US11,428,002
NAME OF SUBMITTER:	CANDIDA MOLINA
SIGNATURE:	/Candida Molina/
DATE SIGNED:	06/20/2023
Total Attachments: 5	
source=107576-00005.UnityWall - Assignment Agreement (Final).FILING#page1.tif	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment Agreement**”), dated as of June 9, 2023 is made by Invent to Build Inc., a corporation incorporated under the laws of the Province of Ontario (“**Invent**”) in favour of UnitiWall Corporation (the “**Buyer**”), a corporation incorporated under the laws of the Province of Ontario, the purchaser of certain assets of Invent under a Technology Sale Agreement between Invent and Buyer dated as of August 18, 2021 (the “**Purchase Agreement**”).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Invent hereby irrevocably conveys, transfers, and assigns to Buyer all of Invent’s right, title, and interest in and to the following (the “**Assigned IP**”):

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

(b) all rights of any kind whatsoever of Invent 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, dilution, 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. Invent hereby authorizes the USPTO, CIPO, and any other governmental officials in any applicable jurisdictions to record and register this IP Assignment Agreement upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Invent shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Counterparts. This IP Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment Agreement 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 IP Assignment Agreement.

4. Amendment and Modification. This IP Assignment Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

5. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this IP Assignment Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this IP Assignment Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

6. Successors and Assigns. This IP Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment Agreement 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 Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the Parties hereto irrevocably submits to the non-exclusive jurisdiction of the courts in the Province of Ontario.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Invent has duly executed and delivered this IP Assignment Agreement as of the date first above written and this Assignment takes effect on such date.

INVENT TO BUILD INC.

By: Sharon Strickland

Name: Sharon Strickland

Title: Owner

Address for Notices: 95 Church St South, Richmond Hill, ON, L4C 1W4

UNITIWALL CORPORATION

By: _____

Name: John Sopta

Title: Chief Executive Officer

Address for Notices: 2520 Haines Rd., Mississauga, Ontario, L4Y 1Y6

IN WITNESS WHEREOF, Invent has duly executed and delivered this IP Assignment Agreement as of the date first above written and this Assignment takes effect on such date.

INVENT TO BUILD INC.

By: _____

Name:

Title:

Address for Notices:

UNITIWALL CORPORATION

DocuSigned by:
By: John Sopta

Name: John Sopta

Title: Chief Executive Officer

Address for Notices: 2520 Haines Rd., Mississauga,
Ontario, L4Y 1Y6

**SCHEDULE 1
PATENT APPLICATIONS**

Patents				
Country	Filing Date	Patent/ Application No.	Title	Abstract
Canada	March 16, 2020	CA 3075824	THERMALLY SEPARATED COMPOSITE PANEL ASSEMBLY	The thermally separated composite panel assembly includes a steel panel, a thermal separation layer, a plenum and cladding. The plenum is operably attached to the thermal separation layer. The cladding is operably attached to the plenum. The steel panel defines the size of the thermally separated composite panel. The steel panel has an outer perimeter and the outer perimeter of the plenum is in registration therewith. The thermally separated composite panel may have a single window therein or a plurality of windows. A plurality of thermally separated composite panels when used together will form a wall.
USA	March 16, 2020	US 11,428,002 B2	THERMALLY SEPARATED COMPOSITE PANEL ASSEMBLY	The thermally separated composite panel assembly includes a steel panel, a thermal separation layer, a plenum and cladding. The plenum is operably attached to the thermal separation layer. The cladding is operably attached to the plenum. The steel panel defines the size of the thermally separated composite panel. The steel panel has an outer perimeter and the outer perimeter of the plenum is in registration therewith. The thermally separated composite panel may have a single window therein or a plurality of windows. A plurality of thermally separated composite panels when used together will form a wall.