

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8071848

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	OCEAN RODEO SPORTS INC.	09/30/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	YKK (U.S.A.) INC.	
<b>Street Address:</b>	1300 COBB INDUSTRIAL DR	
<b>City:</b>	MARIETTA	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30066	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	18356797	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(404)541-3111	
<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>		
<b>Phone:</b>	4048156500	
<b>Email:</b>	landrew@kilpatricktownsend.com	
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP	
<b>Address Line 1:</b>	SUITE 2800	
<b>Address Line 2:</b>	1100 PEACHTREE STREET NE	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309	
<b>ATTORNEY DOCKET NUMBER:</b>	107296-1397125	
<b>NAME OF SUBMITTER:</b>	LESLEY L. ANDREW	
<b>SIGNATURE:</b>	/Lesley L. Andrew/	
<b>DATE SIGNED:</b>	07/21/2023	
<b>Total Attachments: 6</b>		
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source=Assignment_OceanRodeoSportsInc_YKK(USA)Inc#page2.tif		
source=Assignment_OceanRodeoSportsInc_YKK(USA)Inc#page3.tif		
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## EXHIBIT A

### ASSIGNMENT OF PATENTS

**THIS ASSIGNMENT** (the "**Assignment**") is made as of September 30, 2020, by and between Ocean Rodeo Sports Inc., a British Columbia corporation having its principal place of business located at 41 Cadillac Ave, Victoria BC V8Z 1T3, Canada ("**Assignor**") and YKK (U.S.A.) Inc., a New York corporation having its principal place of business located at 1300 Cobb Industrial Dr, Marietta, GA 30066, United States ("**Assignee**"). Assignor and Assignee are collectively referred to herein as the "**Parties**" and individually as a "**Party**."

### BACKGROUND

**WHEREAS**, Assignor and Assignee have entered into a certain Intellectual Property Purchase Agreement dated September 30, 2020 (the "**Purchase Agreement**"), pursuant to which Assignor sold and transferred to, and Assignee purchased and acquired from Assignor, certain intellectual property; and

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title and interest in and to (a) the patents and patent applications set forth in Schedule 1; (b) any patents issued or issuing from the foregoing patent applications; (c) any and all inventions disclosed and claimed in any of the foregoing patents or patent applications; (d) all reissuances, divisions, continuations, continuations-in-part, revisions, renewals, extensions, reexaminations, and substitutions of any of the foregoing, (e) any applications claiming priority, directly or indirectly, to any of the foregoing, and (f) all other counterparts (whether in the United States or outside the United States) of the foregoing (the "**Patents**").

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

1. Assignment of Patents. Effective as of the date hereof, Assignor agrees to assign and hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Patents and the improvements and inventions disclosed in said Patents throughout the world to be held and enjoyed by Assignee, for its own use, and for its legal representatives and assigns, as fully and entirely as the same would have been held by Assignor had this assignment not been made. Without limiting the foregoing, Assignor hereby assigns, transfers and conveys to Assignee (i) the right to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in Assignee's own name throughout the world including, without limitation, all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries; and (ii) the right to sue for damages and other remedies for any past, present and future infringements thereof under the laws of any jurisdiction worldwide. Assignor authorizes and requests the Commissioner of Patents and Trademarks and any foreign registrar or governmental authority to issue all patents on said applications or applications resulting therefrom to the Assignee, as assignee of Assignor's entire interest.

2. Further Assurances. Assignor agrees, without further consideration, to take all

such other action and to procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the Patents.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of and shall be enforceable by Assignor, Assignee and their respective heirs, legal representatives, successors and assigns.

4. Governing Law; Venue. This Assignment shall be construed and interpreted according to the laws of the State of Illinois, without regard to the conflict of law principles thereof.

The Parties agree that any controversy or claim arising out of or relating to this Assignment, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (the "**Chosen Arbitration Forum**") under its Commercial Arbitration Rules, or, if the controversy or claim partially or entirely relates to the interpretation, validity, enforceability, and/or infringement of a patent, also under its Supplementary Rules for the Resolution of Patent Disputes. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The location of the arbitration shall be Chicago, Illinois, United States of America. The dispute shall be heard and determined by one arbitrator. The award (if any) and final determination shall be rendered within 18 months of the filing of the Demand for Arbitration with the American Arbitration Association.

Solely in connection with controversies and claims arising out of or relating to this Agreement, the Parties irrevocably submit to the exclusive jurisdiction of the Chosen Arbitration Forum in Chicago, Illinois. The Parties waive any objection to laying venue in any such action or proceeding in the Chosen Arbitration Forum. The parties waive any objection that the Chosen Arbitration is an inconvenient forum or does not have jurisdiction over any Party hereto. The Parties agree that service of process upon such Party in any such action or proceeding shall be effective if notice is given in accordance with Section 8.5 of the Intellectual Property Purchase Agreement between Assignor and Assignee dated September 30, 2020.

5. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

6. Severability. If any provision, clause or part of this Assignment or the application thereof under certain circumstances is held invalid or unenforceable, the remainder of this Assignment, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

7. Counterparts. This Assignment may be executed in multiple counterparts, each of which constitutes an original but all of which together constitute only one document. Original

signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and bind the Parties to the same extent as that of an original signature.

8. Waiver and Amendments. No failure or delay on the part of either Party in exercising any of its respective rights hereunder upon any failure by the other Party to perform or observe any condition, covenant or provision herein contained shall operate as a waiver thereof, nor shall any single or partial exercise of any such rights preclude any other or further exercise thereof or the exercise of any other right hereunder. This Assignment may not be amended, modified or waived except by written agreement signed by Assignor and Assignee.

[SIGNATURES ON FOLLOWING PAGES]

A handwritten signature, possibly reading 'R', is written in black ink.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date set forth above.

Assignor: Ocean Rodeo Sports Inc.

By: [Signature]  
Name: RICHARD MYERSCOUGH  
Title: CEO

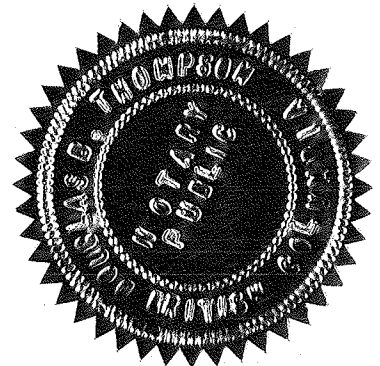
DB Province  
STATE OF British Columbia ✓ DB  
DB COUNTY OF Canada ✓ DB

DB On this 30 day of September, 2020, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Richard Myerscough ✓ DB, known by me to be the person  
above named and an officer of Ocean Rodeo Sports Inc., duly authorized to execute this  
Assignment on behalf of Ocean Rodeo Sports Inc., who signed and executed the foregoing  
instrument on behalf of Ocean Rodeo Sports Inc..

DB Thompson  
Notary Public

DOUGLAS B. THOMPSON

My Commission Expires: Should I cease  
to be a lawyer



Assignee: YKK (U.S.A.) Inc.

By: [Signature]  
Name: John R. Smith  
Title: President

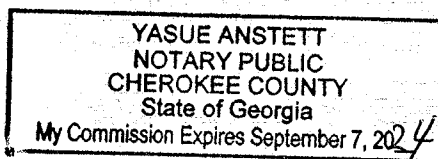
STATE OF GEORGIA

COUNTY OF COBB

On this 30<sup>th</sup> day of September 2020, before me, a Notary Public in and for the State of Georgia and County of Cherokee, personally appeared John Smith, known by me to be the person above named and an officer of YKK (U.S.A.) Inc., duly authorized to execute this Assignment on behalf of YKK (U.S.A.) Inc., who signed and executed the foregoing instrument on behalf of YKK (U.S.A.) Inc..

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_



## **Schedule 1**

### **Patents**

U.S. Provisional Patent Application Serial # 62/334,732 – Now Expired

International PCT Application Serial # PCT/CA2017/050477 – Now Expired (with national stage applications pending)

U.S. Non-Provisional Patent Application Serial # 16/300,209 (Publication # US 2019/142117)

U.S. Non-Provisional Patent Application Serial # 16/734,670 (Publication # US 2020/196717)

Canada Patent Application Serial # CA 3023775 (Publication # CA 3023775 A1)

China Patent Application Serial # CN 20178003 5087.8 (Publication # CN 109475206 A)

European Patent Office Application Serial # EP 17795214.0 (Publication # EP3454691A1)

European Patent Office Application Serial # EP 17795214.0 (Publication # EP3454691A4)

Japan Patent Application Serial # JP 2018-558378 (Publication JP 2019514599)