

09-28-1998

R SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of

100840312

Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Michael M. Anthony

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 8/3/98

## 2. Name and address of receiving party(ies):

Name: Got-A-Life, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1800 SE 7th Street

City: Pompano Beach State: FL ZIP: 33060

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No (s)

Serial No. 09/128,307

## B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John H. Oltman

Internal Address: Oltman, Flynn & Kubler  
Suite 415

Street Address: 915 Middle River Drive

City: Ft. Lauderdale State: FL ZIP: 33304

## 6. Total number of applications and patents involved:

1

## 7. Total fee (37 CFR 3.41):..... \$ 40.00

☒ Enclosed. Please credit overpayments or charge underpayments to Deposit Account.☐ Authorized to be charged to deposit account

## 8. Deposit account number:

15-0550

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John H. Oltman

Name of Person Signing

Signature

Total number of pages comprising cover sheet:

PATENT

REEL: 9469 FRAME: 0823

## ASSIGNMENT

This Agreement is made on the 3rd day of August, 1998, by and between Michael M. Anthony, a citizen of the United States, residing at 6113 NW 66<sup>th</sup> Way, Parkland, FL 33067 (hereinafter referred to as "ASSIGNOR"); and Got-A-Lite!, Inc., a Florida corporation having a place of business at 1800 S.E. 7<sup>th</sup> Street, Pompano Beach, FL 33060, (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR AND ASSIGNEE are the co-inventors of certain inventions and improvements which are described in an application for Letters Patent of the United States entitled CHILD SAFE RETRACTION MECHANISM FOR A SMOKING MATERIAL LIGHTER executed by them on even dates herewith preparatory to obtaining United States Letters Patent therefor (hereinafter the "INVENTION"), and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the INVENTION, and in, to and under any and all Letters Patent which may be granted on or as a result thereof; and

WHEREAS, ASSIGNOR is willing to transfer his right, title and interest in and to the INVENTION, and in, to and under any and all patent applications and Letters Patent which may be granted on or as a result thereof to the ASSIGNEE.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows;

### Section 1. Definitions

"Product" and "Products" shall refer to and mean any device incorporating a retraction mechanism for a smoking material lighter as described or claimed in the aforementioned application for Letters Patent of the United States.

"Profits" shall mean (1) the gain made on the sale of Products that remains after deducting the costs of materials, manufacturing, marketing and shipping the Products, as well as related administrative and operating expenses, but before any deduction of salaries of officers of Got-A-Lite!, Inc., and (2) the gain from licensing the INVENTION after deducting the costs of negotiating and enforcing the license agreement as well as related administrative and operating expenses, but before any deduction of salaries of

officers of Got-A-Lite!, Inc. Such profits shall be determined in accordance with generally accepted accounting principles.

Section 2. Transfer of Rights

a. The ASSIGNOR does hereby sell and assign to the ASSIGNEE, its successors and assigns, ASSIGNOR's entire right, title and interest in and to the INVENTION, and in and to all patent applications and patents which may be granted therefor, and all divisions, continuations reissues, substitutions and extensions thereof; and the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for the INVENTION, or patents resulting therefrom, insofar as his interest is concerned, to the ASSIGNEE.

b. The ASSIGNOR also hereby sells and assigns to the ASSIGNEE, its successors and assigns, ASSIGNOR's foreign rights to the INVENTION in all countries of the world, including the right to file patent applications and obtain patents for the INVENTION in ASSIGNEE's own name in the countries and including all rights of priority in the countries under the terms of the International Convention for the Protection of Industrial Property, and ASSIGNOR further agrees to execute any and all patent applications, assignments, affidavits and other papers in connection therewith necessary to perfect such patent rights.

c. ASSIGNOR hereby agrees, at ASSIGNEE's request and expense, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid ASSIGNEE, its successors and assigns, to obtain and enforce proper patent protection for the INVENTION in all countries

Section 3. Royalty

a. ASSIGNEE, its successors and assigns, shall pay to ASSIGNOR as "earned royalties," a royalty calculated as a percentage of the Profits derived from the sales of the Products in accordance with the terms and conditions of this Agreement. The royalty is deemed earned as of the earlier of the date the Product is actually sold and paid for, the date an invoice is sent by ASSIGNEE, or the date a Product is transferred to a third party for any promotional reasons. The royalty shall remain fixed while this Agreement is in effect at a rate of five percent (5%) of the PROFITS.

Section 4. Accounting and Payments

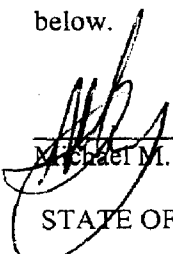
Amounts owing to ASSIGNOR under Section 3 with respect to any given calendar quarter shall be paid quarterly. All amounts owing to ASSIGNOR under this Agreement shall be paid in U.S. dollars to ASSIGNOR. All amounts owing under Section 3 shall be due and paid to ASSIGNOR on or before the sixtieth day following the end of each calendar quarter ending on March 31, June 30 and September 30, and on or before the ninetieth day following the end of each calendar quarter ending on December 31.

Section 5. Record Keeping

a. ASSIGNEE shall keep books and records sufficient to verify the accuracy and completeness of ASSIGNEE's accounting in connection with calculation of royalties. Such books and records shall be preserved for a period not less than six years after the sale of the product related thereto.

b. ASSIGNEE shall take all steps necessary so the ASSIGNOR, within thirty days of his request, may review and copy all the books and records at a single U.S. location during regular business hours to verify the accuracy of Assignee's accounting. Such review may be performed by any employees of ASSIGNOR, as well as by an attorney or Certified Public Accountant designated by ASSIGNOR.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates indicated below.

  
\_\_\_\_\_  
Michael M. Anthony

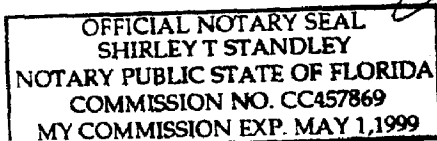
Date: 8-3-, 1998

STATE OF Florida )  
 )ss  
COUNTY OF Broward )

On August 3, 1998 before me personally appeared Michael Anthony -  
\_\_\_\_\_, to me known to be the person described in the above affidavit, who presented his driver's license for identification, and who signed the same in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.

  
\_\_\_\_\_  
Notary Public

NOTARY SEAL



Got-A-Lite!, Inc.

by Joseph M. DeNoia  
Joseph M. DeNoia

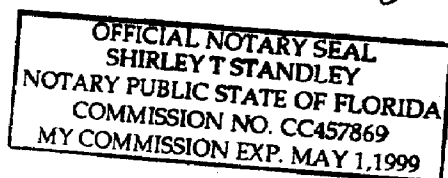
Date: 8-3, 1998

STATE OF Florida )  
 )ss  
COUNTY OF Broward )

On August 3, 1998, before me personally appeared Joseph M. DeNoia -  
to me known to be the person described in the above affidavit, who presented his driver's license  
for identification, and who signed the same in my presence and acknowledged under oath before me that he  
has read the same and knows the contents thereof and that he executed the same as his free act and deed  
and for the purposes set forth therein.

Shirley T. Standley  
Notary Public

NOTARY SEAL



C E R T I F I C A T E

STATE OF FLORIDA     )  
                              ) ss  
COUNTY OF BROWARD)

I, the undersigned authority, hereby certify that the attached is a true and correct copy of an instrument presented to me by Michael M. Anthony and Joseph M. DeNoia as the original of such instrument.

WITNESS my hand and official seal, this 10th day of September, A.D. 1998.

  
NOTARY PUBLIC

NOTARY SEAL

