

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
David W Buehler	09/16/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Caluco, LLC
<b>Street Address:</b>	702 Jessie Street
<b>City:</b>	San Fernando
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91340
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29353012
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>ATTORNEY DOCKET NUMBER:</b>	4934-00004
<b>NAME OF SUBMITTER:</b>	Reid Eric Dammann
<b>Total Attachments: 4</b> source=DesignPatentApplicationAssignmentCALUCO#page1.tif source=DesignPatentApplicationAssignmentCALUCO#page2.tif source=DesignPatentApplicationAssignmentCALUCO#page3.tif source=DesignPatentApplicationAssignmentCALUCO#page4.tif	

OP \$40.00 29353012

## ASSIGNMENT OF DESIGN PATENT APPLICATION

This assignment of a design patent application (hereinafter "**Assignment**") is made effective as of September 16, 2009, from David W. Buehler, (hereinafter "**Assignor**"), of 6457 Zuma View Place No. 140, Malibu, California 90265, to Caluco, LLC., a California Limited Liability Company, hereinafter, (hereinafter "**Assignee**"), of 702 Jessie St San Fernando, CA 91340 USA.

### RECITALS

WHEREAS, Assignor is the owner of subject matter disclosed in a United States non-provisional design patent application entitled "PATIO CHAIR " being identifiable in the United States Patent and Trademark Office by Application No: 29/353,012 (hereinafter the "**Application**"). The complete Application is attached hereto as Exhibit "A" and incorporated by reference herein; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Application.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, both parties agree as follows:

1. Transfer of Patent Application. Assignor hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee, its successors and assigns, the entire right, title and interest in, and throughout the world, to the Application, all corresponding domestic and foreign applications, or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention; and authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent thereof to issue the Patent or similar legal protection to the Assignee.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the subject matter of the patent application.

2. Representations and Warranties. The Assignor hereby represents as follows: The Assignor has the right, power and authority to enter into this agreement; the Assignor has the exclusive ownership of all right title and interest in the Application; The Application is free of any liens, security interests, encumbrances, assignments or licenses; The Assignor shall not execute any writing or do any act whatsoever conflicting with this Assignment; Once this Assignment has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution; and the Assignor will not engage in any action that will be detrimental to the validity of the patent application after the completion of this Assignment.

The Assignee hereby represents and warrants as follows: The Assignee is a California limited liability company duly registered and validly existing under the laws of the State of California; The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party necessary to execute and perform this Assignment, which shall not be against any enforceable and effective laws or contracts; and once this Assignment has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

3. Authorization and Request. Assignor authorizes and requests that the Commissioner of Patents and Trademarks record this Assignment of Intellectual Property.

4. Fees and Costs. Each Party shall be responsible for its own costs, attorneys' fees, and all other expenses in connection with the matters referred to in this Assignment, except as otherwise set forth herein. In the event of a breach of any term or provision of this Assignment, and/or the filing of a legal or arbitration proceeding in connection with the enforcement or interpretation of any provision of this Assignment, the prevailing party shall, in addition to any other remedies available to such Party, be entitled to reasonable attorneys' fees and costs, including reasonable expert witness fees and costs, from the losing party.

5. Effective Date and Term. This Assignment has been duly executed by authorized representatives of both parties as of the date first set forth above and shall be effective simultaneously.

6. Amendment and Supplement. Any amendment and/or supplement of this Assignment shall come into force only after a written agreement is signed by both parties. The amendment and/or supplement duly executed by both parties shall be part of this Assignment and shall have the same legal effect as this Assignment.

7. Severability. Any provision of this Assignment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Assignment invalid or unenforceable in any other jurisdiction.

8. Construction. The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment.

9. Voluntary Execution of Assignment. This Assignment is executed voluntarily and without any duress or undue influence on the part of or on behalf of any of the parties hereto. The parties acknowledge that: They have read this Assignment; They have been represented in the preparation, negotiation, and execution of this Assignment by legal counsel of their own choice or that they have voluntarily declined to seek such counsel; They understand the terms and consequences of this Assignment; and they are fully aware of the legal and binding effect of this Assignment.

10. Counterpart. This Assignment may be signed by the parties in counterpart as if executed in a single unitary document.

11. Choice of Law and Venue. The validity, interpretation and implementation of this Assignment shall be governed by the laws of the State of California. This agreement and any dispute arising from the relationship between the parties to this agreement, shall be governed and determined by California law. Any dispute that arises under or relates to this agreement (whether contract, tort, or both) shall be resolved in Federal or Superior Court in Los Angeles, California, and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

**"Assignor"**

DAVID W. BUEHER

By: \_\_\_\_\_

Its: \_\_\_\_\_

**"Assignee"**

CALUCO, LIMITED LIABILITY COMPANY

By:  \_\_\_\_\_

Its:  \_\_\_\_\_

9. Voluntary Execution of Assignment. This Assignment is executed voluntarily and without any duress or undue influence on the part of or on behalf of any of the parties hereto. The parties acknowledge that: They have read this Assignment; They have been represented in the preparation, negotiation, and execution of this Assignment by legal counsel of their own choice or that they have voluntarily declined to seek such counsel; They understand the terms and consequences of this Assignment; and they are fully aware of the legal and binding effect of this Assignment.

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IN WITNESS THEREOF, the parties hereto have caused this Assignment to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

"Assignor"

"Assignee"

DAVID W. BUEHER

CALUCO, LIMITED LIABILITY COMPANY

By: 

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_