

# 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>
Tom Talbot	02/08/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Boca Golf Enterprise, LLC
<b>Street Address:</b>	751 Park Commerce Drive
<b>City:</b>	Boca Raton
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33487
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12788656
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(954)351-7417
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	jtadros@intellectualpropertynow.com
<b>Correspondent Name:</b>	Jacqueline Tadros
<b>Address Line 1:</b>	500 West Cypress Creek Road
<b>Address Line 2:</b>	Suite 350
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33309
<b>NAME OF SUBMITTER:</b>	Jacqueline Tadros
<b>Total Attachments: 4</b> source=Talbot Assgt 2.08.10#page1.tif source=Talbot Assgt 2.08.10#page2.tif source=Talbot Assgt 2.08.10#page3.tif source=Talbot Assgt 2.08.10#page4.tif	

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**PATENT**  
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## **PATENT ASSIGNMENT**

**THIS AGREEMENT FOR ASSIGNMENT OF PATENT RIGHTS** ("Agreement") is made effective as of the 8<sup>th</sup> day of February, 2010 (the "Effective Date"), by and among Tom Talbot an individual citizen of the United States of America, with a principal place of residence located at 1069 NW 99<sup>th</sup> Avenue, Plantation, Florida 33322 ("Assignor") and Boca Golf Enterprise, LLC, a Florida Limited Liability Company, with a principal place of business at 751 Park of Commerce Drive, Boca Raton, Florida 33487, ("Assignee") (hereinafter referred to collectively as the "Parties").

**WHEREAS**, Assignor is a co-inventor of a novel CUP LID which is now or may in the future be the subject of a pending patent application, further identified as Project Green Lid (hereinafter referred to as "CUP LID" or "said application(s)" or "said invention(s)");

**WHEREAS**, Assignee is desirous of obtaining all rights, title and interest in, to and under said invention(s) and said application(s);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over to the Assignee all right, title and interest in, to and under said invention(s) and said application, including but not limited to the right to exclude others from making, using, offering for sale, selling, or importing into the United States the invention claimed in the patent and the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said application, and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), said application and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by me had this Assignment not been made. Assignor hereby authorizes the Assignee to file patent applications in any and all countries on any or all of said invention(s)

**Patent Assignment  
Tom Talbot (Assignor) and  
Boca Golf Enterprise, LLC (Assignee)  
Cup Lid**

in Assignee's name, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise.

Assignor does hereby authorize the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said applications to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Assignor does hereby represent and warrant that he has the full right to convey the entire right and interest herein assigned, that subject to said action there are no other rights or interests outstanding inconsistent with the rights and interests granted herein, and that Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

Assignor does hereby covenant and agree that Assignor will, upon request of the Assignee, communicate to the Assignee any facts known to Assignor relating to said application(s) and the history thereof, testify in any legal proceeding, execute all lawful papers, including without limitation all divisional, continuing and reissue applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said invention(s) in all countries, so long as Assignee pays all reasonable costs related to Assignor's performance of such actions, including but not limited to, travel costs, lodging costs, legal costs and fees and further provides reasonable compensation for the time spent by Assignor in performing his obligations under this Agreement.

**Governing Law & Jurisdiction**

This Assignment and the parties' actions under this Assignment shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of Florida.

**Entire Agreement**

This Assignment, including the attached exhibits, constitutes the entire Assignment between both parties concerning this transaction, and replaces all previous communications, representations

and understandings, and agreements, whether verbal or written between the parties to this Assignment or their representatives. No representations or statements of any kind made by either party which are not expressly stated in this Assignment, shall be binding on such parties.

#### **All Amendments in Writing**

No waiver, amendment or modification of any provisions of this Assignment shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provision in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Assignment.

#### **Notices**

Any notice required or permitted by this Assignment shall be deemed given if sent by overnight courier, next-day delivery service to the other party at the address set forth in the preamble of this Assignment or at such other address for which such party gives notice hereunder.

#### **Costs of Legal Action**

In the event any action is brought to enforce this Assignment, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys fees and court costs.

#### **Inadequate Legal Remedy**

Both parties understand and acknowledge that violation of their respective covenants and Assignments may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party whether in law or in equity.

#### **Effect on Heirs & Successors**

This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors of the parties to this Assignment.

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Tom Talbot (Assignor) and  
Boca Golf Enterprise, LLC (Assignee)  
Cup lid  
Severability

If any provisions of this Assignment are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Assignment shall remain in full force and effect.

IN TESTIMONY WHEREOF, Assignor and Assignee have executed this document in duplicate originals by their duly authorized representatives on the date indicated below.

Tom Talbot  
(ASSIGNOR)  
By: [Signature]  
Printed Name: Tom Talbot  
Title: Project Engineer  
Date: Feb. 8, 2010

Boca Golf Enterprise, LLC  
(ASSIGNEE)  
By: [Signature]  
Printed Name: [Signature]  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA        }  
                                     }  
COUNTY OF Broward    }

☒ **SWORN TO AND SUBSCRIBED** before me this 8<sup>th</sup> day of February, 2010 by Tom Talbot who ☒ is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

[Signature]  
Notary Public

State of Florida, At Large

[ ☒ ] personally known  
[     ] who produced her identity by bearing her \_\_\_\_\_

My Commission Number: DD928695  
My Commission Expires: 10/30/13

