

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Matthew A Sommerfield	12/09/2010
Steven DiDonato	12/10/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WINE GADGETS, LLC
<b>Street Address:</b>	7001 North Route 309
<b>Internal Address:</b>	Suite 169-117
<b>City:</b>	Coopersburg
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	18036
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12965360
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)920-3399
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	703-920-1122
<b>Email:</b>	kreamer@iplawsolutions.com
<b>Correspondent Name:</b>	WELSH FLAXMAN & GITLER LLC
<b>Address Line 1:</b>	2000 DUKE STREET, SUITE 100
<b>Address Line 4:</b>	ALEXANDRIA, VIRGINIA 22314
<b>ATTORNEY DOCKET NUMBER:</b>	FALL-006
<b>NAME OF SUBMITTER:</b>	Howard N. Flaxman
<b>Total Attachments: 3</b> source=20101210165033#page1.tif source=20101210165033#page2.tif	

OP \$40.00 12965360

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**PATENT**  
**REEL: 025490 FRAME: 0959**



## ASSIGNMENT

WHEREAS, WE, Matthew A. Sommerfield of 836 N. 29<sup>th</sup> Street, Allentown, PA 18104, and Steven DiDonato of 321 Doe Run Road, Harleysville PA 19438, have invented certain new and useful improvements in WINE PRESERVATION AND DISPENSING APPARATUS for which an application for Letters Patents was filed on December 10, 2009; identified by Serial No. 61/285,382 and a nonprovisional patent application is filed herewith, both under attorney's docket number FALL-006; and

WHEREAS, Wine Gadgets, LLC, having a mailing address of 7001 North Route 309, Suite 169-117, Coopersburg, PA 18036, a Pennsylvania company, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any Letters Patent that may be granted therefor in the United States and its territorial possessions and in any and all foreign countries, from said Matthew A. Sommerfield and Steven DiDonato hereinafter referred to as Assignors;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, Assignors hereby do sell, assign, and transfer unto said Assignee, the full and exclusive right to said invention in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any Letters Patent which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations, substitutions and renewals thereof.

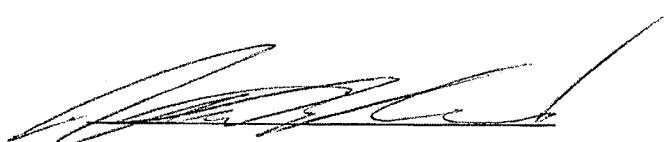
Assignors hereby authorize and request the Patent and Trademark Office officials in the United States and its territorial possessions and in any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Assignee as Assignors' entire right, title and interest in and to the same, for the sole use and behalf of said Assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and as entirely as the same would have been held by Assignors had this Assignment not been made.

Assignors hereby acknowledge that no assignment, sale, agreement, or encumbrance has been made or entered into which would conflict with this assignment and Assignors agree that no assignment, sale, agreement, or encumbrance will be made or entered into which would conflict with this assignment.

Assignors further agree that they will, upon the request of Assignee, promptly provide Assignee with all pertinent facts and documents relating to said application, said invention, and said Patent and legal equivalents in foreign countries as may be known and accessible to Assignors and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and/or enforce said application, said invention, and said Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. Assignee will be responsible for any reasonable expenses, including attorneys fees, incurred by Assignors in executing and delivering such papers, instruments, or affidavits.

With the exception of negligent, willful and/or unlawful actions of Assignors, Assignee further agrees to indemnify and hold Assignors harmless from any and all liabilities of any nature arising from or relating to said invention, or any variation thereof, and its patenting and/or licensing thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9 day of December, 2010.



Matthew A. Sommerfield

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Steven DiDonato

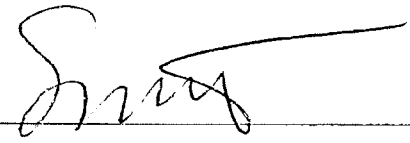
Assignors further agree that they will, upon the request of Assignee, promptly provide Assignee with all pertinent facts and documents relating to said application, said invention, and said Patent and legal equivalents in foreign countries as may be known and accessible to Assignors and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and/or enforce said application, said invention, and said Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. Assignee will be responsible for any reasonable expenses, including attorneys fees, incurred by Assignors in executing and delivering such papers, instruments, or affidavits.

With the exception of negligent, willful and/or unlawful actions of Assignors, Assignee further agrees to indemnify and hold Assignors harmless from any and all liabilities of any nature arising from or relating to said invention, or any variation thereof, and its patenting and/or licensing thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Matthew A. Sommerfield

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10 day of December, 2010.

  
\_\_\_\_\_  
Steven DiDonato