

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David Weiss	03/28/2011
RECEIVING PARTY DATA	
Name:	Boca Enterprise Group, Inc.
Street Address:	751 Park of Commerce Drive
Internal Address:	Suite 128
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33487
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29388160
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ATTORNEY DOCKET NUMBER:	DESIGN PATENT LID II
NAME OF SUBMITTER:	Jacqueline Tadros
Total Attachments: 4 source=29388160 Pat Assgt to BEG 3.28.11#page1.tif source=29388160 Pat Assgt to BEG 3.28.11#page2.tif source=29388160 Pat Assgt to BEG 3.28.11#page3.tif source=29388160 Pat Assgt to BEG 3.28.11#page4.tif	

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PATENT ASSIGNMENT

THIS AGREEMENT FOR ASSIGNMENT OF PATENT RIGHTS ("Agreement") is made effective as of the 27th day of March, 2011 (the "Effective Date"), by and among David Weiss an individual citizen of the United States of America, residing in Plantation, Florida ("Assignor") and Boca Enterprise Group, Inc., a Florida corporation, with a principal place of business at 751 Park of Commerce Drive, Suite 128, Boca Raton, Florida 33487, ("Assignee")(hereinafter referred to collectively as the "Parties").

WHEREAS, Assignor is a co-inventor of a novel design for a CUP LID which is now the subject of a pending patent application, further identified as U.S. Patent Application No. 29/388,160 (hereinafter referred to as "the '160 application" or "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 the '160 application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has said, 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 the '160 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 said 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)

Design Patent Assignment
David Weiss (Assignor) and
Esca Enterprise Group, Inc. (Assignee)
U.S. Pat. Application No. 29/388,140

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.

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.

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.

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.

Design Patent Assignment
David Weiss (Assignor) and
Boca Enterprise Group, Inc. (Assignee)
U.S. Pat. Application No. 29/388,160

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

David Weiss
(ASSIGNOR)

By: [Signature]
Printed Name: David Weiss
Title:
Date: March 21, 2011

Boca Enterprise Group, Inc.
(ASSIGNEE)

By: [Signature]
Printed Name: David Weiss
Title: President
Date: March 21, 2011

STATE OF FLORIDA

COUNTY OF Broward

☒ SWORN TO AND SUBSCRIBED before me this 21 day of March, 2011 by David Weiss 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: 00795860
My Commission Expires: 06/08/2012

