

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Scott R. THOMASON	01/05/2012
RECEIVING PARTY DATA	
Name:	Sunless, Inc.
Street Address:	8909 S. Freeway Drive
City:	Macedonia
State/Country:	OHIO
Postal Code:	44056
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29401783
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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Address Line 2:	Suite 2300
Address Line 4:	Cleveland, OHIO 44114
ATTORNEY DOCKET NUMBER:	28499-254 / 1051
NAME OF SUBMITTER:	Bryan Jaketic
Total Attachments: 2 source=Assignment-254filed#page1.tif source=Assignment-254filed#page2.tif	

OP \$40.00 29401783

**ASSIGNMENT BY INVENTOR**

**THIS ASSIGNMENT**, made by Scott R. THOMASON, residing at 1176 River Run Drive, Macedonia, OH 44056 (hereinafter referred to as "Assignor");

**WHEREAS**, Assignor has invented certain new and useful improvements in **BOX**, set forth in a patent application for a Design Patent of the United States, filed on September 15, 2011, as Application Serial No. 29/401,783 (hereinafter referred to as "Application"); and

**WHEREAS**, Sunless, Inc. is a corporation organized and existing under the laws of the state of Delaware with a principal place of business at 8909 S. Freeway Drive, Macedonia, OH 44056 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application, and in and to any Design Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents do sell, assign, transfer, and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and Application, and in and to any and all direct and indirect non-provisionals, divisionals, continuations and continuations-in-part of said Application, and any and all Design Patents in the United States and all foreign countries that may be granted therefore and thereon, and reissues, reexaminations and extensions of said Design Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which a Design Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for said Design Patent,

and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Design Patent and applications for Design Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Application, or any proceeding in connection with any Design Patent or applications for Design Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Design Patent, or any reissue, reexamination or extension of any Design Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Design Patent of the United States to Assignee, as Assignee of said Application and the Design Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

**BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP**

**AND** Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 1/5/2012

  
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Scott R. THOMASON