#### 501943921 06/05/2012

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Bruce Donoho	05/22/2012

## **RECEIVING PARTY DATA**

Name:	Bird-B-Gone, Inc.
Street Address:	23918 Skyline
City:	Mission Viejo
State/Country:	CALIFORNIA
Postal Code:	92692

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13460593

#### **CORRESPONDENCE DATA**

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via US Mail.

Correspondent Name: Fish & Associates, PC
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Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER: 100745.0062US1

NAME OF SUBMITTER: Robert D. Fish

Total Attachments: 2

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PATENT REEL: 028317 FRAME: 0960 CH \$40 00 1346

# **ASSIGNMENT**

WHEREAS, the undersigned Bruce Donoho, an individual, residing at 23918 Skyline, Mission Viejo, CA 92692 (referred to hereinafter as "ASSIGNOR") have invented a certain invention entitled "BIRD SPIKE WITH PLASTIC BASE AND METAL PRONGS", for which a provisional application for Letters of Patent of the United States of America was filed on February 6, 2012 under serial number 61/595440; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, Bird-B-Gone, Inc., a corporation having its principal place of business 23918 Skyline, Mission Viejo, Ca 92692 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assign the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR further covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment;

ASSIGNOR further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Expected Performance. Each party herein agrees to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of This Agreement.

Entire Agreement. This Agreement embodies the entire understanding of The Parties and supersedes and replaces any and all pre-existing agreements or understandings between Licensee and Licensor. No amendment or modification of this Agreement shall be valid or binding upon

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Licensee or Licensor unless made in writing and signed on behalf of each of The Parties by their respective duly authorized representative.

ASSIGNOR acknowledge that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR further acknowledge that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

WITNESS my hand at WVINO

State this 22 day of Hay, 2012, Month

**Bruce Donoho** 

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Matter No.: 100745.0062PRO1

RECORDED: 06/05/2012

**PATENT** REEL: 028317 FRAME: 0962