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PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Richard S. Popper	08/01/2012
Jensen Jorgensen	08/03/2012

RECEIVING PARTY DATA

Name:	XGlow P/T, LLC	
Street Address:	29068 N. 108th Street	
City:	Scottsdale	
State/Country:	ARIZONA	
Postal Code:	85262	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29429229

CORRESPONDENCE DATA

Fax Number: 6192350398 **Phone**: 6192381900

Email: docketing@procopio.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Correspondent Name: PROCOPIO, CORY, HARGREAVES & SAVITCH LLP

Address Line 1: 525 B STREET
Address Line 2: SUITE 2200

Address Line 4: SAN DIEGO, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	119327-06DES4
NAME OF SUBMITTER:	Stephen C. Beuerle

Total Attachments: 2

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PATENT REEL: 028749 FRAME: 0513 CH \$40 00 29429

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, WE, RICHARD S. POPPER, a citizen of THE UNITED STATES, and JENSEN JORGENSEN, a citizen of SOUTH AFRICA (hereinafter referred to as "ASSIGNORS"), have invented a certain invention entitled **FLASHLIGHT** for which U.S.design patent application is filed herewith, and

WHEREAS, XGLOW P/T, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Arizona and having its principal place of business at 29068 N. 108th Street, Scottsdale, Arizona 85262 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be 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, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, 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, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS 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 representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Date: 12-1-12	By:
	RICHARD S. POPPER
Date:	By:
	JENSEN JORGENSEN

119327/06DES4/1549275.01

PATENT REEL: 028749 FRAME: 0514

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, WE, RICHARD S. POPPER, a citizen of THE UNITED STATES, and JENSEN JORGENSEN, a citizen of SOUTH AFRICA (hereinafter referred to as "ASSIGNORS"), have invented a certain invention entitled **FLASHLIGHT** for which U.S.design patent application is filed herewith, and

WHEREAS, XGLOW P/T, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Arizona and having its principal place of business at 29068 N. 108th Street, Scottsdale, Arizona 85262 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be 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, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, 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, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

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Date:		By:
		RICHARD S. POPPER
Date:	08-03-2012	By: JENSEN JORGENSEN

PATENT REEL: 028749 FRAME: 0515

TINE RECORDED: 08/08/2012