

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/15/2000
CONVEYING PARTY DATA	
Name	Execution Date
Leonard Paul	12/04/2012
RECEIVING PARTY DATA	
Name:	LW Global, LLC
Street Address:	13 Stuart Drive
City:	Bloomfield
State/Country:	CONNECTICUT
Postal Code:	06002
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10333573
Application Number:	11890115
Application Number:	13066978
CORRESPONDENCE DATA	
Fax Number:	8607242161
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	860-724-2160
Email:	damian@aetonlaw.com
Correspondent Name:	Damian Wasserbauer
Address Line 1:	101 Centerpoint Drive, Suite 105
Address Line 4:	Middletown, CONNECTICUT 06457
NAME OF SUBMITTER:	Damian Wasserbauer 34749
Total Attachments: 4 source=PAUL & LW Patent Assignment 12.05.12#page1.tif source=PAUL & LW Patent Assignment 12.05.12#page2.tif source=PAUL & LW Patent Assignment 12.05.12#page3.tif source=PAUL & LW Patent Assignment 12.05.12#page4.tif	

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PATENT ASSIGNMENT *nunc pro tunc*

This Assignment Agreement ("**Agreement**") is entered into as of the date set forth below (the "**Effective Date**") by and between LEONARD PAUL, an individual of the State of Connecticut, 13 STUART DRIVE, BLOOMFIELD, CT, 06002 ("**Assignor**") and LW Global LLC, a Connecticut limited liability Assignee (CT#1082696) having a place of business at 13 STUART DRIVE, BLOOMFIELD, CT ("**Assignee**").

WHEREAS, Assignor is the owner of all right, title and interest in and to patents and patent applications, and in and to any invention described therein, and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said patents, and patent applications and any invention described therein and any and all patents to be obtained therefore, all as hereinafter set forth.

NOW, THEREFORE, , in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor intending to be legally bound, agrees as follows:

1. DEFINITIONS

In addition to the terms defined above and elsewhere in this Agreement, as used in this Agreement:

- 1.1 "**Assigned Patents and Inventions**" shall mean any and all patents and applications for inventions in The United States of America and worldwide with respect to which the foregoing claims priority, and any and all patents issuing from the foregoing, and any and all foreign patents or patent applications, corresponding and/or claiming priority in any way to any of the foregoing, and all continuations, continuations-in-part, divisionals, reexaminations, and reissues of any of the foregoing on Schedule A.

2. ASSIGNMENT GRANT

- 2.1 In consideration of good and valuable consideration received by the Assignor, Assignor hereby assigns his entire right, title and interest in and to ideas, inventions and improvements, as described in the Assigned Patents and Inventions, in any form, application or embodiment thereof; and in and to any application filed in any foreign country based thereon, *nunc pro tunc*, effective as of August 15, 2000, including the entire right to sue for past, present and future infringement in the United States or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part, reissues or substitute patents and applications which may be filed upon said invention or inventions in the United States or any foreign country, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part, reissue or substitute patent and patent applications which may be filed upon said invention or inventions in the United States or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

- 2.2 Assignor further agree to execute all divisional, continuing, substitute, improvement, extension, reissue and other patent applications in this or any foreign country relating to said application or invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to myself (ourselves), which the assignee may deem necessary or desirable to make this Assignment fully effective including by way of example, but not of limitation, the following acts:
- a. Prompt execution of all lawful oaths, affidavits and/or supplemental oaths required or deemed advisable by the assignee to further the prosecution of any application or applications for letters patent relating to the subject matter of this Assignment;
 - b. To cooperate to the best of our ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification or infringement proceedings involving the said invention or improvement, applications or patents or any of them; and
 - c. Assignor's authorization to issue any Patents in the Assignee's name.
- 2.1 Assignor Representations and Warranties. Assignor represents and warrants that it is the owner of the Patents and Inventions. Assignor represents and warrants that no person or entity has asserted, is asserting or has threatened to assert to or against Assignor any ownership or adverse interest in and to any of the Patents and Inventions and, except as disclosed by in any patent or trademark application filed in connection with the Patents and Inventions. Assignor represents and warrants that it has not sold or transferred the Patents and Inventions to any third party; Assignor has the authority to enter the Assignment Agreement; Assignor does not believe that the Patents and Inventions have been taken from any third party without authorization (e.g., a knowing copy of another company's invention); does not know of any permissions that have to be obtained in order for the assignment to be completed.
- 2.2 Assignee Representations and Warranties. Assignee was duly formed and is validly existing and in good standing under the laws of the State of Connecticut, with the full corporate power and authority to own its property and to carry on its business. Assignee has the full corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Assignee and the consummation by Assignee of the transactions contemplated hereby have been duly authorized by all required corporate action. This Agreement has been duly and validly executed and delivered by Assignee and constitutes the legal, valid and binding obligation of Assignee enforceable against it in accordance with its terms.

3. MISCELLANEOUS

- 3.1 Non-Agency. Nothing in this Agreement shall be deemed to constitute a partnership, agency, employer-employee, or joint venture relationship between the Assignor and Assignee.
- 3.2 Entire Agreement, Amendments, and Waivers. This Agreement constitutes and contains the entire agreement between Assignor and Assignee, and supersedes any and all prior negotiations, conversations, correspondence, understandings, and letters respecting the subject matter hereof. This Agreement may be amended or modified or one or more provisions hereof waived only by a written instrument signed by the parties. No delay or omission by any party in exercising any right or power arising from any default by the other party shall be construed as a waiver of such default, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right or power arising from any default by a party. No waiver of any breach of any covenant or other condition shall be construed to be a waiver of or consent to any previous or subsequent breach of the same or of any other covenant or condition.

- 3.3 **Severability.** If one or more provisions of this Agreement are held to be invalid or unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded. However, in the event a part or provision of this Agreement is held to be invalid or unenforceable or in conflict with law for any reason, the parties shall replace any invalid part or provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- 3.4 **Governing Law and Consent to Jurisdiction.** This Agreement shall be governed by and construed under applicable federal law and the laws of the State of Connecticut, excluding any conflict of law provisions. The parties hereby submit to the nonexclusive jurisdiction of the state and federal courts located in Hartford, Connecticut.
- 3.5 **Notices.** All notices required or permitted under this Agreement shall be given in writing and shall be sent via overnight carrier, or via facsimile and regular mail.
- 3.6 **Third Party Beneficiaries and Assignment.** Except as explicitly set forth herein, nothing in this Agreement shall be construed to give rise to any obligation on either party hereto for the benefit of a third party or to confer any rights on any party other than Assignor or Assignee or its Affiliates and permitted assigns.
- 3.7 **Not to be Construed Against Drafter.** The Parties have each been represented by counsel in the negotiation of this Agreement and have jointly prepared this Agreement with counsel's assistance. In the event of an ambiguity or a question of contract interpretation arises, no provision of this Agreement shall be construed based on any particular party having drafted the Agreement or such provision.
- 3.8 **Headings.** The headings and subheadings contained herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.
- 3.9 **Counterparts.** This Agreement may be executed in counterparts or duplicate originals, each of which shall be regarded as one and the same instrument, and which shall be the official and governing versions in the interpretation of this Agreement. This Agreement may be executed by facsimile signatures and such signatures or other digital images of the signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Effective Date: December 4, 2012

Assignee:

By:

Print Name:

Title:

State of Connecticut)

) SS:

County of Hartford)

On this 4th day of December, 2012, before me personally appeared Leonard Paul to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

[Signature]
Notary Public
Commission Exp. CT # 402354
Darius Wassenaar

Assignor:

By:

Print Name:

Title:

Schedule A

Patents and Inventions

Issued Patent/ Publication number	Issue Date/ Publication date	Inventor(s)	Applicant(s)	Date of application	Application No.	For
A1415696 (T)	2006-12-15	PAUL LEONARD EDWIN L STOLTZ	LESS CAL FOODS INC	20010813	AT2001066888T	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
AU8644481 (A)	2002-02-25	PAUL LEONARD EDWIN L STOLTZ	LESS CAL FOODS INC	20010813	AU20010086444	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
CA2417118 (A1)	2002-02-21	PAUL LEONARD EDWIN L STOLTZ	LESS CAL FOODS INC	20010813	CA20012417118	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
CA2589966 (A1)	2005-10-27	PAUL LEONARD EDWIN L STOLTZ	LESS CAL FOODS INC	20050322	CA20052589966	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
EP1311164 (A1)	2003-05-21	PAUL LEONARD EDWIN L STOLTZ	LESS CAL FOODS INC	20010813	EP20010K65888	PAN SPRAY FORMULATION DELIVERY SYSTEM AND MANUFACTURING PROCESS
EP1729589 (A2)	2006-12-13	PAUL LEONARD EDWIN L STOLTZ	LESS CAL FOODS INC	20050322	EP20050731495	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
GB2427336 (A)	2007-01-03	PAUL LEONARD EDWIN L STOLTZ	LESS CAL FOODS INC	20060322	GB20060017979	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
GB2433517 (A)	2007-06-27	PAUL LEONARD EDWIN L STOLTZ	PAUL LEONARD FRIEDMAN PAUL	20060913	GB20060018004	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
GB2452859 (A)	2009-03-18	PAUL LEONARD	PAUL LEONARD	20060913	GB20060017640	PAN-RELEASE SPRAY COMPRISING LECITHIN AND WATER
MXPA06011301 (A)	2007-03-21	PAUL LEONARD EDWIN L STOLTZ	LESS CAL FOODS INC	20060829	MX2006PA11301	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
US2004191373 (A1)	2004-09-30	PAUL LEONARD EDWIN L STOLTZ	LESS CAL FOODS INC	20040402	US20040817576	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
US2007279132 (A1)	2007-11-29	PAUL LEONARD EDWIN L STOLTZ		20070803	US20070650115	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
US2012064090 (A1)	2012-04-19	PAUL LEONARD		20110429	US201113060978	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
WO0213623 (A1)	2002-02-21	PAUL LEONARD EDWIN L STOLTZ	LESS CAL FOODS INC	20010813	WO2001US25217	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
WO2005099464 (A2)	2005-10-27	PAUL LEONARD EDWIN L STOLTZ	LESS CAL FOODS INC	20050322	WO2005US09474	PAN SPRAY FORMULATION AND DELIVERY SYSTEM
WO2007978679 (A2)	2007-07-12	PAUL LEONARD EDWIN L STOLTZ	PAUL LEONARD	20061212	WO2006US47247	PAN SPRAY FORMULATION AND DELIVERY SYSTEM