

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ethan Frederic IMBODEN</td> <td>04/15/2013</td> </tr> <tr> <td>Jeff WYATT</td> <td>06/05/2013</td> </tr> </tbody> </table>		Name	Execution Date	Ethan Frederic IMBODEN	04/15/2013	Jeff WYATT	06/05/2013				
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Jeff WYATT	06/05/2013										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>JIMMYJANE, INC.</td> </tr> <tr> <td>Street Address:</td> <td>702 15th Street</td> </tr> <tr> <td>City:</td> <td>San Francisco</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94103</td> </tr> </table>		Name:	JIMMYJANE, INC.	Street Address:	702 15th Street	City:	San Francisco	State/Country:	CALIFORNIA	Postal Code:	94103
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>29433657</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	29433657						
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CORRESPONDENCE DATA											
Fax Number: 2122944700 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 2122946635 Email: dkumar@winston.com Correspondent Name: WINSTON & STRAWN LLP - Pejman Sharifi Address Line 1: 1700 K Street N.W. Address Line 2: Patent Department Address Line 4: Washington, DISTRICT OF COLUMBIA 200063817											
ATTORNEY DOCKET NUMBER:	250591-5677										
NAME OF SUBMITTER:	Pejman Sharifi										
Signature:	/Pejman Sharifi/										
Date:	06/06/2013										

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 4

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DECLARATION OF INVENTORSHIP AND ASSIGNMENT

WHEREAS, **Ethan F. IMBODEN** and **Jeff WYATT**, the **ASSIGNOR** or each of which is an **ASSIGNOR**, hereby declares that:

(a) I have reviewed and understand the contents of the application described herein, including the claims. I believe that I am the original inventor or an original joint inventor of a invention claimed in **COMPACT VIBRATORY MASSAGING DEVICE**, for which an application for a Design Patent of the United States, identified by Winston & Strawn LLP Docket No. **250591-5677**, was filed on October 2, 2012 as Application No. 29/433,657. This application was made or authorized to be made by me.

(b) My legal name, citizenship and personal or employment mailing address appears below in the box which contains my signature.

(c) I acknowledge the duty to disclose information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56.

(d) If applicable, I hereby grant the USPTO authority to provide the European Patent Office (EPO), the Japan Patent Office (JPO), the Korean Intellectual Property Office (KIPO), the World Intellectual Property Office (WIPO) and any other intellectual property offices in which a foreign application claiming priority to the above-identified patent application is filed access to the above-identified patent application. In accordance with 37 CFR 1.14(h)(3), access will be provided to a copy of the above-identified patent application with respect to: 1) the above-identified patent application as filed; 2) any foreign application to which the above-identified patent application claims priority under 35 U.S.C. 119(a)-(d) if a copy of the foreign application that satisfies the certified copy requirement of 37 CFR 1.55 has been filed in the above-identified patent application; and 3) any U.S. application-as-filed from which benefit is sought in the above-identified patent application. Also, in accordance with 37 CFR 1.14(c), access may be provided to information concerning the date of filing the Authorization to Permit Access to Application by Participating Offices.

(e) Any claim for priority to an earlier filed US or foreign application appears in an Application Data Sheet which is or will be submitted into the file of the above-identified application.

(f) I acknowledge that any willful false statement made herein is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, **JIMMYJANE, INC.**, having a place of business at 702 15th Street, San Francisco, California, 94103, ASSIGNEE, has obtained by employment or other agreement, or is desirous of obtaining each inventor's entire right, title and interest in, to and under the said invention, the said application and corresponding applications worldwide.

NOW, THEREFORE, in exchange for good and valuable consideration to each inventor, the receipt and sufficiency of which is hereby acknowledged, each ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire, worldwide right, title and interest in, to and under the invention, including any United States provisional or non-provisional application embodying the invention or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or to any application claiming the benefit of a non-provisional application under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and, if applicable, all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by the ASSIGNEE, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this sale and assignment not been made;

And each ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, if applicable, any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

And each ASSIGNOR hereby covenants and agrees that he or she has the full right to convey the entire interest previously or herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith;

And each ASSIGNOR hereby further covenants and agrees that he or she will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or her respecting said invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE or its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

And each ASSIGNOR hereby authorizes the ASSIGNEE or it's patent attorneys to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

In witness whereof, each inventor has affixed his or her signature.

2 0 1	LEGAL NAME OF JOINT INVENTOR	FAMILY NAME OR SURNAME IMBODEN	GIVEN FIRST NAME Ethan	GIVEN MIDDLE NAME E.
	RESIDENCE & CITIZENSHIP OF INVENTOR	CITY San Francisco	STATE OR COUNTRY California	COUNTRY OF CITIZENSHIP USA
		MAILING OR EMPLOYMENT ADDRESS OF INVENTOR		
	STREET 2637 22nd Street			POSTAL CODE 94110
CITY San Francisco			STATE OR COUNTRY California	
SIGNATURE OF INVENTOR Ethan F. IMBODEN 				DATE 4/15/13

☒ Additional Inventors are being named on the following one (1) page of Supplemental Sheet(s) attached hereto.

THE FOREGOING ASSIGNMENT IS AGREED TO AND ACCEPTED BY:

JIMMYJANE, INC.

Date

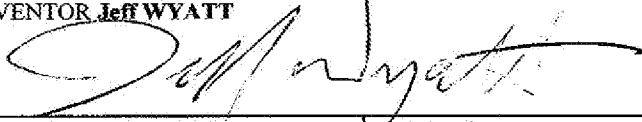
4/15/13

Name:

Position or Title:


BETH A. VANAUSSDALE
***VP FINANCE**

SUPPLEMENTAL SHEET FOR DECLARATION

202	LEGAL NAME OF SOLE OR JOINT INVENTOR	FAMILY NAME OR SURNAME WYATT	GIVEN FIRST NAME Jeff	GIVEN MIDDLE NAME
	RESIDENCE & CITIZENSHIP OF INVENTOR	CITY Bozeman	STATE OR COUNTRY Montana	COUNTRY OF CITIZENSHIP USA
	MAILING OR EMPLOYMENT ADDRESS OF INVENTOR	STREET 1206 South Spruce Dr.		
		CITY Bozeman	STATE OR COUNTRY Montana	POSTAL CODE 59715
	SIGNATURE OF INVENTOR Jeff WYATT 			DATE 6/5/2013
203	LEGAL NAME OF JOINT INVENTOR	FAMILY NAME OR SURNAME	GIVEN FIRST NAME	GIVEN MIDDLE NAME
	RESIDENCE & CITIZENSHIP OF INVENTOR	CITY	STATE OR COUNTRY	COUNTRY OF CITIZENSHIP
	MAILING OR EMPLOYMENT ADDRESS OF INVENTOR	STREET		
		CITY	STATE OR COUNTRY	POSTAL CODE
	SIGNATURE OF INVENTOR 203			DATE
204	LEGAL NAME OF JOINT INVENTOR	FAMILY NAME OR SURNAME	GIVEN FIRST NAME	GIVEN MIDDLE NAME
	RESIDENCE & CITIZENSHIP OF INVENTOR	CITY	STATE OR COUNTRY	COUNTRY OF CITIZENSHIP
	MAILING OR EMPLOYMENT ADDRESS OF INVENTOR	STREET		
		CITY	STATE OR COUNTRY	POSTAL CODE
	SIGNATURE OF INVENTOR 204			DATE