

PATENT ASSIGNMENT

Electronic Version v1.1
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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>Darren Paul Manning</td> <td>06/03/2013</td> </tr> <tr> <td>Ryan Jeremy Millman</td> <td>06/03/2013</td> </tr> </tbody> </table>		Name	Execution Date	Darren Paul Manning	06/03/2013	Ryan Jeremy Millman	06/03/2013				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Gallery Blocks, LLC d/b/a Artsy Couture</td> </tr> <tr> <td>Street Address:</td> <td>11103 Pepper Road</td> </tr> <tr> <td>City:</td> <td>Hunt Valley</td> </tr> <tr> <td>State/Country:</td> <td>MARYLAND</td> </tr> <tr> <td>Postal Code:</td> <td>21031</td> </tr> </table>		Name:	Gallery Blocks, LLC d/b/a Artsy Couture	Street Address:	11103 Pepper Road	City:	Hunt Valley	State/Country:	MARYLAND	Postal Code:	21031
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: 2673381335 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2673381320 Email: patentdocket@offitkurman.com Correspondent Name: Robert R. Axenfeld Address Line 1: 1801 Market Street, Suite 2300 Address Line 4: Philadelphia, PENNSYLVANIA 19103</p>											
ATTORNEY DOCKET NUMBER:	00020778.00002										
NAME OF SUBMITTER:	Robert R. Axenfeld										
Signature:	/Robert R. Axenfeld/										
Date:	06/12/2013										

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Total Attachments: 5

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PATENT

REEL: 030594 FRAME: 0169

Patent Assignment Agreement

Parties: In this Agreement, the term "we", "us" or "our" refers to:

Darren Paul Manning
8615 Towerbridge Way
Lutherville, Maryland 21093

Ryan Jeremy Millman
1003 Coachford Court
Lutherville, Maryland 21093

and the term "GBL" refers to:

Gallery Blocks, LLC d/b/a ARTSY COUTURE
a Maryland Limited Liability Company
11103 Pepper Road
Hunt Valley, Maryland 21031

1. Background

1.1 We are the inventors of certain new and useful invention for which a design application for United States Letters Patent entitled "Hanging-Personalized-Cube Ornament" was filed on March 15, 2013 and was given U.S. Patent Application No. 29/450,017 ("the Application").

1.2 We desire to transfer and assign, and GBL is desirous of acquiring the entire right, title, and interest in and to the Application including the Invention, and any and all letters patent which may be granted for the Invention in the United States of America and its territorial possessions, and in any and all foreign countries. As used in this Agreement "Invention" means: (a) the Application; (b) any and all inventions which are disclosed or claimed in the Application; (c) any and all inventions which are disclosed, but not claimed in the Application; (d) any and all improvements, developments, and modifications to the invention deriving from the Application; and (e) any and all continuations, continuations-in-part, divisions, requests for continued examination, and all other applications which claim priority to the Application.

With these goals in mind, we agree as follows:

Terms and Conditions

2. Ownership to GBL.

2.1 **Assignment.** We hereby sell, assign and transfer to GBL, the entire right, title and

interest in and to: the Invention, the Application, and any and all letters patent, reissues, reexaminations, which may be granted for the Invention or Application in the United States of America and its territorial possessions, and in any and all foreign countries including, but not limited to, the right to file one or more domestic or foreign applications directly in the name of GBL and to claim priority rights deriving from the Application to which these one or more foreign applications are entitled by virtue of international convention, treaty or otherwise.

- 2.2 Enjoyment.** The Invention, Application, and all letters patent derived from the Invention or Application are to be held and enjoyed by GBL and its successors and assigns for their use and benefit as fully and entirely as the same would have been held and enjoyed by us had this assignment, transfer and sale not been made.
- 2.3 Consideration/Obligation.** We acknowledge and agree that: good and valuable consideration was sufficiently received by us; or by virtue of our relationship with GBL when the Invention was conceived or reduced to practice it related to GBL's business or anticipated research or development of GBL; or by virtue of our relationship with GBL the Invention resulted from any work performed by us for GBL.

3. Authorization.

- 3.1. Authorization.** We authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on the Invention or Application to GBL.
- 3.2 Future Cooperation.** We will execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on the Invention or Application, for litigation regarding the letters patent, or for the purpose of protecting title to the Invention, applications, or letters patent therefore.
- 3.3 Consents.** We hereby consent that a copy of this assignment shall constitute full legal and formal equivalent of any document, which may be required in any country in proof of the right of GBL to apply for patent or other form of protection for the Invention, and to claim the benefit of the right of priority.

4. General

- 4.1 Entire Agreement.** We acknowledge we have read and understand these terms and conditions, and will be bound by them.
- 4.2 Choice of Law.** Maryland law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.
- 4.3 Counterparts.** This Agreement may be signed in counterparts, each one of which is considered original, but all of which constitute one and the same instrument.

Signature Page Follows:

This Agreement is effective as of _____ April 2013.

Assignor(s):

Signature: _____

Darren Paul Manning

Signature: _____

Ryan Jeremy Millman

Assignee: Gallery Blocks, LLC d/b/a ARTSY COUTURE

Signature: _____

Darren Paul Manning

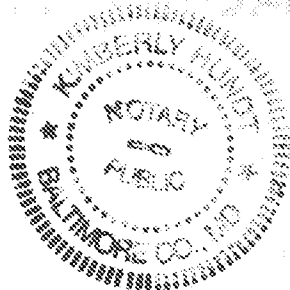
Title: Chief Executive Officer

STATE OF Maryland

COUNTY OF Baltimore

On this, the 3 of June, 2013, before me, Kimberly Hurd, a notary public, the undersigned officer, personally appeared Darren Paul Manning, known to me (or satisfactorily proven) to be the person whose name is subscribed within the instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Kimberly Hurd
Notary Public

Commission Exp 9/22/2013

STATE OF

Maryland

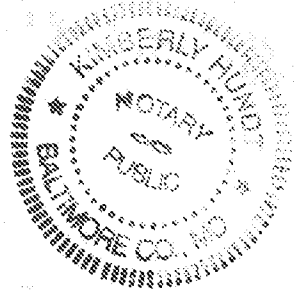
COUNTY OF

Baltimore

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Kimberly Hurd
Notary Public

Commission Exp 9/22/2013