

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAY NICHOLAS WHALEY	07/18/2013
RECEIVING PARTY DATA	
Name:	EURO TOOL, INC.
Street Address:	14101 Botts Road
City:	Grandview
State/Country:	MISSOURI
Postal Code:	64030
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29462105
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ATTORNEY DOCKET NUMBER:	0506383-0043
NAME OF SUBMITTER:	Lora Gurley
Signature:	/loragurley/
Date:	07/31/2013
Total Attachments: 5	

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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into by and between Jay Nicholas Whaley, an individual having an address of 6971 Barker Way, San Diego, California 92119 and Whaley Studios, 3848 Fifth Avenue, San Diego, California 92103 (collectively, the "Assignor") and Euro Tool, Inc., a Missouri corporation having a principal place of business at 14101 Botts Road, Grandview, Missouri 64030 (the "Assignee").

Assignor is the inventor named on United States Non-Provisional Patent Application Serial No. 29/462,105 filed on 7-31-13 and titled JEWELRY RING CLAMP WITH ROUND WEDGE (the "Patent Application"). Assignor is willing to assign all of Assignor's rights in the Patent Application (and other rights as more fully set forth below) to Assignee.

Accordingly, in consideration of the sum of one dollar (\$1.00 US) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

Assignor hereby assigns, transfers, and conveys to Assignee, the Assignor's entire right, title and interest in and to:

- (a) the invention disclosed or claimed, in whole or in part, in the Patent Application (the "Invention");
- (b) all patents and patent applications that have been or may later be filed that are based on the Invention in any country, including the Patent Application and any provisional, non-provisional, divisional, continuation, continuation-in-part, extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection based on the Invention (collectively, the "Patents");
- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or later due or payable with respect to the Patents, the right to seek injunctive relief based on the Patents, and the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise.

The rights assigned in (a)-(d) above are referred to collectively in this Agreement as the "Assigned Rights." The assignment of the Assigned Rights is effective as of the earliest claimed priority date of any patent or patent application included in the Patents.

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any corresponding entity, agency, or official of any other country whose duty it is to issue patents or similar legal protection, to issue the Patents to Assignee such that the Patents will be held by Assignee for its own use and benefit, for the full term for which the Patents are or may be granted.

2. Further Assurances

Assignor authorizes Assignee or its legal representative to insert into this Agreement the application number and filing date of the Patent Application when known.

Upon the reasonable request of Assignee, Assignor will execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Without limiting the generality of the foregoing, Assignor will execute any and all assignments and other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in and to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor will also execute any and all declarations, oaths, specifications and other documents requested by Assignee in connection with prosecution of the Patents. Assignor will cooperate with and assist Assignee with respect to the prosecution of the Patents, including communication to Assignee of any facts known to Assignor relating to the Invention or any prior art that may be material to patentability of the Invention. If any of the Patents become involved in an interference, derivation proceeding, re-examination, reissue, opposition, supplemental examination, *inter partes* review, post grant review, validity, or infringement proceeding, Assignor will cooperate with and assist Assignee in relation to the proceeding for the benefit of Assignee at Assignee's expense.

3. Representations, Warranties and Covenants

Assignor hereby represents, warrants and covenants to Assignee that:

- (a) Assignor has the full right and power to enter into and perform his obligations under this Agreement without being in breach of any obligations owed by Assignor to any third party;
- (b) The Assigned Rights are free and clear of any agreement, lien, charge, encumbrance, or other claim or right, either written, oral, or implied, that could reasonably impair, interfere or conflict with the rights assigned to Assignee in this Agreement; and
- (c) Assignor has not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights.

4. Binding Agreement

The provisions of this Agreement are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

5. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same document.

[signature pages follow]

