

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2586140

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LOWELL NEWMAN	09/06/2013
RECEIVING PARTY DATA	
Name:	HOME & GARDEN PARTY, LTD. DBA CELEBRATING HOME
Street Address:	2938 BROWN ROAD
City:	MARSHALL
State/Country:	TEXAS
Postal Code:	75672
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13934202
Patent Number:	D687941
Patent Number:	D687942
CORRESPONDENCE DATA	
Fax Number:	(903)935-3170
Phone:	903-935-4197
Email:	scrawford@celebratinghome.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	SHANNON CRAWFORD
Address Line 1:	2938 BROWN ROAD
Address Line 4:	MARSHALL, TEXAS 75672
NAME OF SUBMITTER:	LOWELL NEWMAN
Signature:	/lowell newman/
Date:	10/22/2013

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REEL: 031450 FRAME: 0767

OP \$120.00 13934202

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

Total Attachments: 9

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PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and effective as of September 6, 2013 ("Effective Date") by and between Lowell Newman, (the "Assignor") and Home & Garden Party, Ltd., a limited liability partnership (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor has invented certain new and useful inventions (the "Inventions") and (i) has registered or (ii) has applied for the registration of patents on the Inventions, which patents and applications for patents are listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Patents"); and

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Inventions and the Patents; and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Inventions and the Patents and any and all letters patent or similar legal protections, foreign or domestic, to be obtained therefor; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF PATENTS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all of the Assignor's right, title, and interest in and to the following, throughout the world:

- (a) the Inventions and the Patents described in Schedule 1 hereto;
- (b) the patent claims, all rights to prepare derivative works, all goodwill, and other rights to the Inventions and the Patents;
- (c) any and all registrations, applications (including any divisions, continuations, continuations-in-part, and reissues of such applications), corresponding domestic and foreign applications, letters patents, or similar legal protections issuing on such Inventions and the Patents, and all rights and benefits under any applicable treaty or convention;

- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Inventions and the Patents including, without limitation, damages and payments for past or future infringements of the Inventions and the Patents; and
- (e) all rights to sue for past, present, and future infringements of the Inventions and the Patents.

2. CONSIDERATION.

As consideration for the assignment of the Inventions and the Patent Applications and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of ten dollars (\$10.00), to be paid within 90 days of the Effective Date (the "Consideration").

3. AUTHORIZATION TO DIRECTOR.

The Assignor hereby authorizes the Director of the United States Patent & Trademark Office to issue said Patent to the Assignee, of the entire right, title, and interest in and to the same, for the Assignee's sole use and behoof, and for the use and behoof of the Assignee's legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made.

4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Inventions and the Patents;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any of the Inventions or the Patents or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Inventions or the Patents;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Inventions and the Patents purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

6. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Inventions, the Patents, and/or any associated registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

7. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Inventions and the Patents for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request and without further consideration:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Inventions and the Patents, reasonably necessary to record the assignment in the United States and throughout the world;
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and
- (c) execute all lawful papers reasonable and necessary for Assignee to retain a patent on the Inventions, Patents, and/or on any continuing or reissue applications thereof.

8. NO FURTHER USE OF INVENTIONS OR PATENTS.

After the Effective Date, the Assignor agrees to make no further use of the Inventions, the Patents, or any patent equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Inventions or the Patents.

9. INDEMNIFICATION.

The Assignor will indemnify the Assignee against and hold it harmless from:

- (a) any claim by a third party that any of the Inventions, the Patents, or their creation, use, exploitation, assignment, importation, or sale infringes on any patent or other intellectual property;
- (b) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor is a party or of which it has knowledge;
- (c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of any of the Inventions or the Patents by the Assignor; and
- (d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

If the Assignee is enjoined from further practice or use of any infringing Invention or Patent or if the Assignee stops using any of the Inventions or Patents pursuant to the Assignor's request (as described in (d) above), the Assignor shall, at its own expense and option:

- (a) obtain the right for the Assignee to continue to use the infringing Invention or Patent;
- (b) modify the infringing Patent to eliminate such infringement (if practicable);
- (c) provide substitute non-infringing Inventions or Patents to the Assignee pursuant to this Assignment (if practicable); or
- (d) refund the amount paid under this Assignment for the infringing Inventions or Patents to the Assignee, on such terms and conditions as the Parties may thereafter agree.

The Assignor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Inventions or Patents not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

10. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

11. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

12. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:
Lowell Newman
315 Deer Run
Hallsville, Texas 75650

If to the Assignee:
Home & Garden Party, Ltd.
Steve Carlile
2938 Brown Road
Marshall, Texas 75672

13. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Texas. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

14. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

15. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

16. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule I, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

17. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

Lowell Newman

By: Lowell Newman
Name: Lowell Newman
Title:

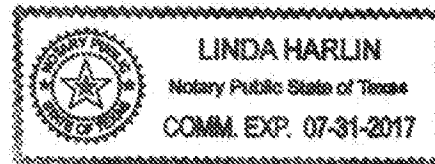
ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of TEXAS)
)
) ss
County of HARRISON)

On this 6 day of Sept, 2013, before me, the undersigned Notary Public, personally appeared before me Linda Harlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as Lowell Newman and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: Linda Harlin
My Commission Expires: 7-31-2017



ASSIGNEE

Home & Garden Party, Ltd.

By: Steve Carlile

Name: Steve Carlile

Title: CEO

ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of TEXAS

County of HARRISON

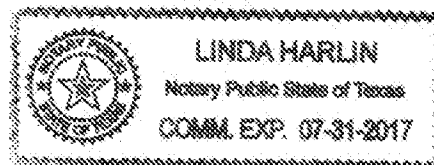
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On this 6 day of Sept, 2013, before me, the undersigned Notary Public, personally appeared before me Linda Harlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the CEO of Home & Garden Party, Ltd. and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: Linda Harlin

My Commission Expires: 7-31-2017



SCHEDULE 1

LIST OF PATENTS / PATENT APPLICATIONS

Invention Name	Name of Inventor	Dates of Execution of Declaration	Application Number / Patent Number	Date of Filing / Date of Issue
Football Helmet Fragrance Emitter	Lowell Newman	09/06/2013	App # 29/438,275 Patent # D687942	Filing 11/28/2012 Issue 08/13/2013
Sports Helmet Fragrance Emitter	Lowell Newman	09/06/2013	App # 29/438,266 Patent # D687941	Filing 11/28/2012 Issue 08/13/2013
Modular Multifunction Fragrance Emitter	Lowell Newman	09/06/2013	App # 13/934,202	Filing 07/02/2013