

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2662528

| 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>JOSHUA CHERIN</td> <td>11/21/2012</td> </tr> <tr> <td>DOUGLAS DAVIDSON</td> <td>11/21/2012</td> </tr> </tbody> </table> | | Name | Execution Date | JOSHUA CHERIN | 11/21/2012 | DOUGLAS DAVIDSON | 11/21/2012 | | | | |
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| JOSHUA CHERIN | 11/21/2012 | | | | | | | | | | |
| DOUGLAS DAVIDSON | 11/21/2012 | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>NEW ERA CAP CO., INC.</td> </tr> <tr> <td>Street Address:</td> <td>160 DELAWARE AVENUE</td> </tr> <tr> <td>City:</td> <td>BUFFALO</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>14202-2404</td> </tr> </table> | | Name: | NEW ERA CAP CO., INC. | Street Address: | 160 DELAWARE AVENUE | City: | BUFFALO | State/Country: | NEW YORK | Postal Code: | 14202-2404 |
| Name: | NEW ERA CAP CO., INC. | | | | | | | | | | |
| Street Address: | 160 DELAWARE AVENUE | | | | | | | | | | |
| City: | BUFFALO | | | | | | | | | | |
| State/Country: | NEW YORK | | | | | | | | | | |
| Postal Code: | 14202-2404 | | | | | | | | | | |
| 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>29437836</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 29437836 | | | | | | |
| Property Type | Number | | | | | | | | | | |
| Application Number: | 29437836 | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | |
| <p>Fax Number: (716)852-6100</p> <p>Phone: (716) 847-8400</p> <p>Email: spiatkowski@phillipslytle.com</p> <p><i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i></p> <p>Correspondent Name: PHILLIPS LYTTLE LLP</p> <p>Address Line 1: INTELLECTUAL PROPERTY GROUP</p> <p>Address Line 2: ONE CANALSIDE</p> <p>Address Line 4: BUFFALO, NEW YORK 14203</p> | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 13636.225 | | | | | | | | | | |
| NAME OF SUBMITTER: | SHARON A. PIATKOWSKI | | | | | | | | | | |
| Signature: | /Sharon A. Piatkowski/ | | | | | | | | | | |
| Date: | 12/30/2013 | | | | | | | | | | |

OP \$40.00 29437836

Total Attachments: 4

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ASSIGNMENT

WHEREAS, WE, JOSHUA CHERIN, of 23542 Via Chiripa, Mission Viejo, California 92691, and DOUGLAS DAVIDSON, of 2379 Westminster Ave., Costa Mesa, California 92627, have invented certain new and useful improvements in a CAP CLIP, for which we filed an application for a design patent in the United States on November 21, 2012, that has been assigned U.S. Patent Application No. 29/437,836 (the "Application"); and

WHEREAS, NEW ERA CAP CO., INC. ("NEW ERA"), a New York corporation, of 160 Delaware Avenue, Buffalo, New York 14202-2404, is desirous of acquiring all right, title and interest in and to the Application, the invention described therein and any and all applications and patents claiming priority or issuing therefrom.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to us in hand paid, the receipt and sufficiency of which is hereby acknowledged, we do hereby assign, sell, transfer, convey and set over to NEW ERA, free and clear of all liens, encumbrances and other restrictions or obligations, all of our right, title and interest in and to (i) the Application, (ii) all inventions and designs described in the Application and all patent applications relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, (iii) all applications claiming the benefit of the filing date or claiming priority, directly or indirectly, from any of the foregoing, including without limitation any and all non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, reissue applications, reexaminations, extensions and corresponding international, regional, national and other foreign applications, (iv) all rights, including without limitation all priority rights, under any international conventions, unions, agreements, acts and treaties, (v) all patents issuing or reissuing, directly or indirectly, from any of the foregoing, (vi) all other forms of protection that may be provided in any country for the Application or the disclosure therein, and (vii) all claims for damages, injunctive relief and all other remedies arising out of any infringement or violation of any of the foregoing assigned rights, with the right to sue for past infringement and to collect and retain damages that may have accrued prior to the effective date of this Assignment, or which have accrued or may hereafter accrue, for NEW ERA's own use and benefit and for the use and benefit of NEW ERA's successors, assigns and other legal representatives (all of the foregoing hereafter referred to collectively as the "Subject Property").

AND, WE do hereby acknowledge and agree that NEW ERA, as the assignee of the entire right, title and interest thereto, shall have sole control over and sole and absolute discretion with respect to any decisions regarding the Subject Property, including without limitation with respect to any decisions regarding where to file patent applications and the prosecution and maintenance of any patent applications or patents.

AND, WE do hereby authorize and request that any patents issued from any of the Subject Property be issued to NEW ERA, as the assignee of the entire right, title and interest thereto.

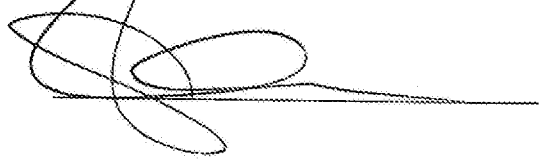
AND, WE do hereby agree to execute, upon request of NEW ERA and at NEW ERA's expense, any and all documents that NEW ERA deems necessary or convenient to vest or record title in and to any of the Subject Property in NEW ERA, and to provide such other material, information or assistance related to the Subject Property as NEW ERA may deem necessary or convenient.

AND, WE do further understand, confirm and acknowledge that in executing this document we are transferring our entire interest in and to the Subject Property to NEW ERA, and that the attorney(s) appointed in the Application also represent NEW ERA and any co-inventor(s) identified in the Application. We consent to such multiple representation for the purpose of prosecuting any of the foregoing patent applications, and do hereby authorize the attorney(s) to take all future instructions from NEW ERA. We are unaware of any potential interest that we may have that differs from, or is adverse to, that of NEW ERA with respect to the prosecution of the foregoing patent applications, and we further acknowledge that, prior to executing this document, we did not seek or obtain any legal advice from NEW ERA's attorney(s) with respect to this Assignment and that we have been informed of our right to seek independent counsel of our own choosing and at our own personal expense.

IN TESTIMONY WHEREOF, WE have hereunto set our hands and affixed our seals as of the 21st day of November, 2012.

[SIGNATURE PAGES FOLLOW]

JOSHUA CHERIN

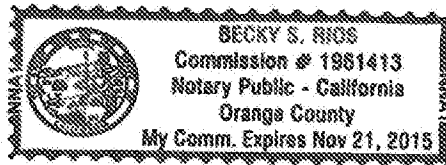


STATE OF California)
COUNTY OF Orange) SS:

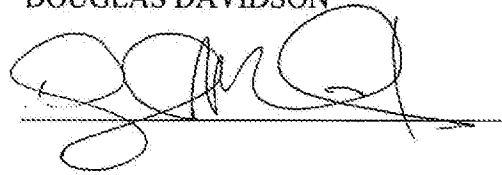
On this 9th day of January 2013, before me, the subscriber, personally appeared, JOSHUA CHERIN, to me known and known to me to be the person described in and who executed the within instrument, and he acknowledged to me that he executed the same for the purposes therein mentioned.


Notary Public

Notarial Seal



DOUGLAS DAVIDSON

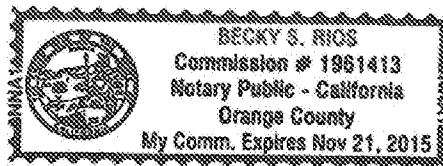


STATE OF California)
) SS:
COUNTY OF Orange)

On this 8th January 2013 day of November, 2012, before me, the subscriber, personally appeared, DOUGLAS DAVIDSON, to me known and known to me to be the person described in and who executed the within instrument, and he acknowledged to me that he executed the same for the purposes therein mentioned.


Notary Public

Notarial Seal



Doc # 01-2618836.1