

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2872450

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CATERINA FALLEN	03/12/2014
	ALESSANDRO INNOCENTI	03/12/2014
RECEIVING PARTY DATA		
Name:	2045TECH S.R.L.	
Street Address:	VIA DELLE CAPE, 3/5	
City:	CAORLE	
State/Country:	ITALY	
Postal Code:	30021	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29447955
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	+393493451970	
Email:	fabio.penzo@gmail.com	
Correspondent Name:	2045TECH S.R.L.	
Address Line 1:	VIA DELLE CAPE, 3/5	
Address Line 4:	CAORLE, ITALY 30021	
NAME OF SUBMITTER:	FABIO PENZO	
SIGNATURE:	/fabio penzo/	
DATE SIGNED:	05/28/2014	
Total Attachments: 7		
source=submission_pdfA#page1.tif		
source=submission_pdfA#page2.tif		
source=submission_pdfA#page3.tif		
source=submission_pdfA#page4.tif		
source=submission_pdfA#page5.tif		
source=submission_pdfA#page6.tif		
source=submission_pdfA#page7.tif		

PATENT

May 20th, 2014

I certify that I am fluent in both English and Italian and that the following translation in English is a true and accurate translation of the original Italian document attached hereto.



Luca Escoffier

AGREEMENT

BETWEEN

2045Tech S.r.l., having its offices at Cape St. no. 3, 30021, Caorle (Venice, Italy), VAT no. 04163830278 represented by its duly authorized representative, Mr. Fabio Penzo (hereinafter also “2045Tech”);

AND

Ms. Caterina Falleni, born in Livorno, Italy, on 16 October 1988, and resident in Livorno at Giotto St. no. 20, Fiscal Code: FLLCRN88R56E625K;

AND

Mr. Alessandro Innocenti, born in Faenza, Italy, on 18 September 1983, and resident in Faenza at Concerie St. no. 4, Fiscal Code: NNCLSN83P18D458Z (these last two hereinafter also referred to, collectively, as “Inventors”);

WHEREAS

- 2045Tech retained on 13 March 2013 Ms. Caterina Falleni to create a design for the breathalyzer called Floome (“Design”);
- Ms. Caterina Falleni accepted the work, and she has been paid for the mentioned activity, and she eventually submitted her work to 2045Tech on 18 March 2013, which is briefly represented in Exhibit 1;
- Ms. Caterina Falleni collaborated with Mr. Alessandro Innocenti for the realization of this project;
- The Inventors, by accepting the offer, have agreed to assign all and every right pertaining to the Design in exchange of a set amount of money agreed upon with 2045Tech, which has been given to Ms. Caterina Falleni on 28 March 2013 without the signing of a formal assignment until this moment;
- The Inventors, holders of the intellectual property rights related to the Design, now desire to formally assign these rights to 2045Tech as it has already been agreed in prior agreements between the parties, and they also recognize that the consideration they received on 28 March 2013 for their work includes the consideration for the assignment of the intellectual property rights attached to the Design;
- the present agreement is being signed then to formalize the intentions of the parties.

**NOW, THEREFORE, IN CONSIDERATION OF THE FORGOING PREMISES,
IT IS AGREED AS FOLLOWS:**

Article 1 – Subject Matter

- 1.1 The foregoing premises form integral part of this agreement.
- 1.2 The Inventors declare, with free will, to be willing to assign and irrevocably assign the rights attached to the Design to 2045Tech.
- 1.3 The parties also understand that the moral rights related to the Design are not assignable, and inalienable and therefore untransferable by the Inventors that will benefit from them in perpetuity.

Article 2 - Consideration

- 2.1 In exchange of the assignment, the Inventors declare that the payment received on 28 March 2013 includes the consideration for the assignment regulated in this agreement.
- 2.2 The Inventors agree that by signing this agreement, they will have no right to claim any further compensation for the assignment to 2045Tech, regardless of the potential commercial success of the product, for which the Design will be used.

Article 3 – Duty of Diligence

- 3.1 2045Tech and the Inventors agree to behave with the utmost diligence as far as the execution of this agreement is concerned. In any case, the Inventors shall collaborate and provide all the necessary support during the different phases of prosecution of design applications as well as provide all the necessary support in connection with any legal proceedings relating to the Design.

Article 4 –Governing Law and Venue

- 4.1 This agreement, including its interpretation and validity, shall be governed by the laws of Italy.
- 4.2 The parties also agree that in case of controversy, the competent court, with the expressed exclusion of any other court, shall be the one of Padua.

Article 5 – Amendments

- 5.1 Any amendment, integration or exception to this agreement must be done in writing, and signed by all the parties.

Read, approved, and signed,

12 March 2014, Milan, Faenza, Caorle

For 2045Tech S.r.l.

SIGNATURE

Fabio Penzo

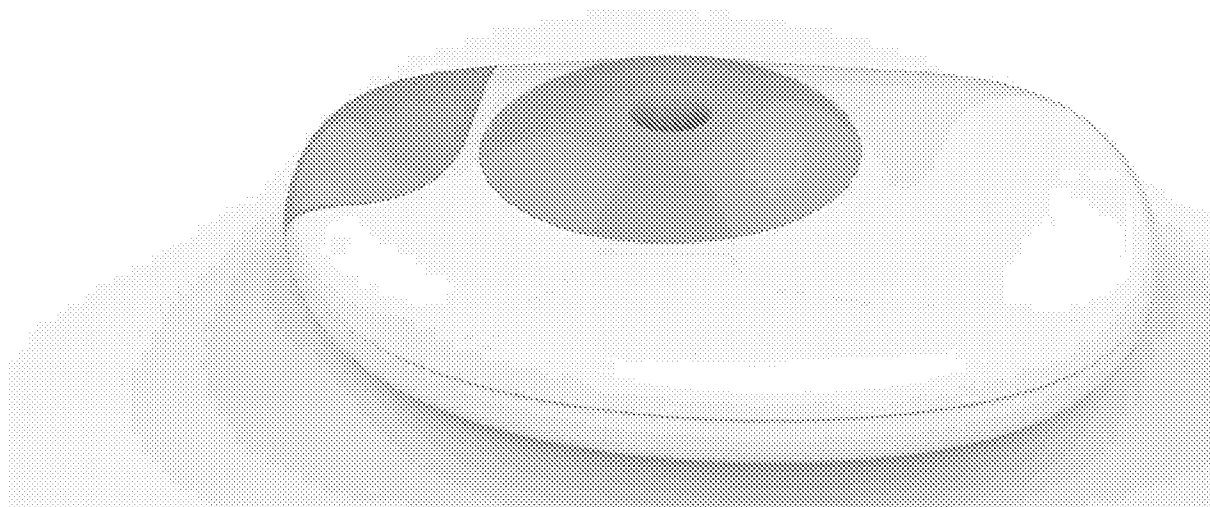
SIGNATURE

Caterina Falleni

SIGNATURE

Alessandro Innocenti

Exhibit 1



ACCORDO

TRA

2045Tech S.r.l., con sede in via delle Cape 3, 30021, Caorle (VE), P.IVA/C.F. 04163830278 in persona del suo legale rappresentante *pro tempore*, Amministratore Delegato, Sig. Fabio Penzo (di seguito anche indicata come “2045Tech”),

E

- Caterina Falleni, nata a Livorno il 16/10/1988, residente a Livorno in via Giotto 20, C.F. FLLCRN88R56E625K;

E

- Alessandro Innocenti, nato a Faenza il 18/09/1983, residente a Faenza in via Concerie 4, C.F. NNCLSN83P18D458Z;

(questi ultimi due di seguito indicati anche, collettivamente, come “inventori”)

PREMESSO CHE

- 2045Tech ha richiesto in data 13/03/2013 alla dottoressa Caterina Falleni di realizzare un design per l’etilometro da smartphone denominato Floome (“Design”);
- che la dottoressa Caterina Falleni ha accettato l’incarico, ha ricevuto un compenso per svolgere le attività di cui sopra e ha consegnato tutto il materiale alla 2045Tech in data 18/03/2013, che viene sinteticamente rappresentato in allegato (Allegato 1);
- che la dottoressa Caterina Falleni si è avvalsa della collaborazione del dottor Alessandro Innocenti per portare a termine l’incarico di cui sopra;
- che gli inventori, accettando l’incarico, hanno dichiarato altresì di voler cedere i diritti relativi al Design a fronte del pagamento del corrispettivo concordato con 2045Tech, già versato in data 28/03/2013 a favore della dottoressa Caterina Falleni e che sino a questo momento non si è provveduto a formalizzare detta cessione;
- gli inventori, co-titolari dei diritti derivanti dal Design, ora desiderano procedere ad una cessione di tali diritti a favore della 2045Tech, così come previsto nei precedenti accordi fra la parti e dichiarano che il riconoscimento economico ricevuto in data 28/03/2013 per il lavoro svolto sia inclusivo del riconoscimento per il trasferimento dei diritti derivanti dal Design;
- il presente accordo viene quindi sottoscritto per formalizzare le rispettive volontà delle parti;

TUTTO CIO’ PREMESSO, LE PARTI CONCORDANO QUANTO SEGUE:

Art. 1 - Oggetto

1. Le premesse fanno parte integrante del presente accordo.
2. Gli inventori dichiarano, per loro libera volontà, di voler cedere e così cedono a titolo definitivo la loro parte dei diritti relativi al Design a 2045Tech.
3. Le parti prendono altresì atto che il diritto morale derivante dalla realizzazione del Design non può essere ceduto e costituisce diritto inalienabile e incedibile degli inventori che ne beneficeranno *ad infinitum*.

Art. 2 - Compenso

1. A fronte della cessione, gli inventori dichiarano che il riconoscimento economico ricevuto in data 28/03/2013 sia inclusivo del riconoscimento per la cessione di cui al presente accordo.
2. Gli inventori, con la sottoscrizione del presente accordo, dichiarano di nulla più pretendere per la cessione a 2045Tech della propria quota di co-titolarità, indipendentemente dalla riuscita commerciale del prodotto che ne utilizza il Design.

Art. 3 - Obblighi di diligenza

- 3.1 2045Tech e gli inventori assumono l'obbligo di comportarsi reciprocamente con la massima diligenza nei rapporti derivanti dal presente accordo. In ogni caso gli inventori sono tenuti a collaborare e a fornire tutto il supporto necessario nelle varie fasi di deposito delle domande di design, nonché in eventuali fasi di giudizio in cui sia in contestazione il Design.

Art. 4 - Legge applicabile e foro competente

- 4.1 Il presente accordo, compresa la sua interpretazione e validità, è governato dalla legge italiana.
4.2 Le parti, inoltre, concordano che in caso di controversia il foro competente, con espressa esclusione di ogni altro foro, è quello di Padova.

Art. 5 - Modificazioni

- 5.1 Ogni modifica, integrazione o deroga al presente accordo deve risultare da atto scritto, sottoscritto da entrambe le parti.

Letto, accettato e sottoscritto,

12 marzo 2014, Milano, Faenza, Caorle

Per 2045Tech S.r.l.


Fabio Penzo

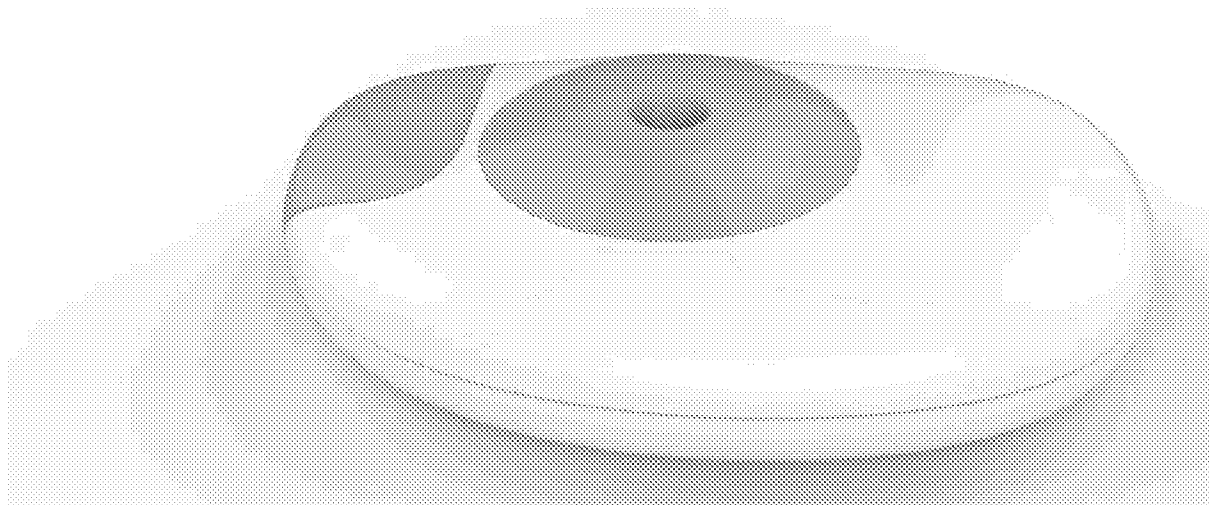


Caterina Falleni



Alessandro Innocenti

Allegato 1





UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

March 31, 2014

PTAS

2045TECH S.R.L.
VIA DELLE CAPE, 3/5
CAORLE, 30021 ITALY



502738570

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The document submitted is not in the English Language. A translation into English signed by a translator should accompany the original document.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, June 2, 2014**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 1.8 or 1.10 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

Send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MARY BENTON
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION