

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3063307

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STEVEN WANG	10/06/2014
RECEIVING PARTY DATA		
Name:	ISAAC M. RABIN	
Street Address:	1230 JODY LANE	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30329	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	13136242	
Application Number:	13998323	
CORRESPONDENCE DATA		
Fax Number:	(770)339-3007	
<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:	7708839336	
Email:	frdenton@denton-ip.com	
Correspondent Name:	F. RUSSELL DENTON; DENTON I.P. LAW FIRM	
Address Line 1:	867 TAB ROBERTS ROAD	
Address Line 2:	867 TAB ROBERTS ROAD	
Address Line 4:	LAWRENCEVILLE, GEORGIA 30043-4147	
ATTORNEY DOCKET NUMBER:	IMR 002U	
NAME OF SUBMITTER:	F. RUSSELL DENTON	
SIGNATURE:	/F.R. Denton/	
DATE SIGNED:	10/13/2014	
Total Attachments: 8		
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made and effective as of October 6th, 2014 ("Effective Date") by and between Isaac Rabin, [an individual] [corporation] [etc.] (the "Assignee") and Steven Wang, a Owner [corporation][limited liability company] [etc.] (the "Assignor"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Intellectual Property (as defined below); and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Intellectual Property; 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 INTELLECTUAL PROPERTY.

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

- (a) the intellectual property referred to in Exhibit A hereto;
- (b) all precursors, portions, and works in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials, and tools relating thereto or to the development, support, or maintenance thereof;
- (c) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, and all other intellectual property rights and all business, contract rights, and goodwill in, incorporated, or embodied in, used to develop, or related to any of the foregoing; and
- (d) the registrations and applications for registrations of the foregoing (collectively "Intellectual Property").

2. CONSIDERATION.



As consideration for the assignment of the Intellectual Property and the Assignor's representations and warranties, the Assignee paid the Assignor the amount of _____ eight hundred _____ dollars (\$ 800 ____), paid within _____ (1) days of the start of engineering

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

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

- (a) is the sole owner (other than the Assignee) of all right, title, and interest in and to the Intellectual Property;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Intellectual Property 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, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) [is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property]; and
- (g) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to any item of Intellectual Property 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.

4. 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.

5. 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 Intellectual Property 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:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Intellectual Property, 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 obtain a patent, copyright, or trademark on any of the Intellectual Property and on any continuing, divisional, or reissue applications thereof.

6. INDEMNIFICATION. (*Choose only one*)

Option 1: More favorable to the Assignee

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

- (a) any claim by a third party that any of the Intellectual Property or its use, manufacture, sale, distribution, or reproduction infringes or misappropriates any copyrights, trade secrets, patents, 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 Intellectual Property 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.

Option 2: More favorable to the Assignor

In the event that any of the Intellectual Property infringes on any United States patent, copyright, trademark, or trade secret of a third party not affiliated with the Assignee, the Assignor shall indemnify the Assignee against such claim; provided that all of the following are true:

- (a) the Assignee promptly gives notice of any such claim to the Assignor;
- (b) the Assignor controls the defense and settlement of such claim;
- (c) the Assignee fully cooperates with the Assignor in connection with its defense and settlement of such claim;
- (d) the Assignee stops all sales, distribution, and public use of the infringing Intellectual Property, if requested by the Assignor.

If the Assignee is enjoined from further sale or distribution of any infringing Intellectual Property or if the Assignee stops selling or distributing any of the Intellectual Property 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 sell the infringing Intellectual Property;
- (b) modify the infringing Intellectual Property to eliminate such infringement (if practicable);
- (c) provide substitute non-infringing Intellectual Property to the Assignee pursuant to this Assignment (if practicable); or
- (d) refund the amount paid under this Assignment for the infringing Intellectual Property 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 Intellectual Property not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.



7. **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 upon and shall inure to the benefit of the successors and assigns of the Parties.

8. **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.

9. **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:

Steven Wang
No 151 Rubin Road WUGI 214002
China

If to the Assignee:

Isaac Rabin
1230 Jody lane
Atlanta, GA 30329

10. **GOVERNING LAW.**

The laws of the state of Georgia shall govern this Assignment. 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.

11. **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.

12. 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.

13. ENTIRE AGREEMENT.

This Assignment, 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.

14. 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

[ASSIGNOR NAME]

By: Steven Wang
Name: Steven Wang
Title: Engineer

ASSIGNEE

[ASSIGNEE NAME]

By: Isaac Rabin
Name: Isaac Rabin
Title: Owner

**EXHIBIT A:
DESCRIPTION OF INTELLECTUAL PROPERTY**

Description of Property	Registration / Application Number	Date of Filing / Date of Registration
Car Windshield Blade Locking Mechanism/The Blade Shield	TBD	TBD

Intellectual Property Assignment

RECORDED: 10/13/2014

**PATENT
REEL: 033940 FRAME: 0426**

