# 503121202 01/02/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3167810

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
DAVID E. GALATAS	12/31/2014

## **RECEIVING PARTY DATA**

Name:	BLACK CHERRY USA LLC
Street Address:	1054 NC HWY 24-87
City:	CAMERON
State/Country:	NORTH CAROLINA
Postal Code:	28326

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	8710338

## **CORRESPONDENCE DATA**

### Fax Number:

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.

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NAME OF SUBMITTER:	JUSTIN R. NIFONG
SIGNATURE:	/Justin R. Nifong/
DATE SIGNED:	01/02/2015

## **Total Attachments: 2**

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PATENT 503121202 REEL: 034610 FRAME: 0609

# **ASSIGNMENT**

WHEREAS, David E. Galatas, having an address of 1054 NC Highway 24-87, Cameron, North Carolina 28326 (hereinafter "Assignor"), is the owner of certain issued patents listed in TABLE I.

AND, WHEREAS, Black Cherry USA LLC, having a place of business at 1054 NC HWY 24-87, Cameron, North Carolina 28326 (hereinafter "Assignee"), is desirous of acquiring an interest therein.

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned and by these presents does hereby sell, assign, transfer, and convey unto the Assignee, its successors and assigns, his entire right, title, and interest in and to the patents ("Assigned Patents") listed in TABLE 1, and the inventions described therein, including the right to sue for past infringements and any other prior occurring rights, provided any such rights exist, and in and to any and all domestic and foreign patent applications filed on the invention, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America, and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with his right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. Assignor further assigns to Assignee the right to claim entitlement and/or priority to any applications that entitlement or priority may be claimed for this or any later filed application.

Assignor hereby requests that said Letters Patent be issued in accordance with this assignment.

PATENT REEL: 034610 FRAME: 0610

## TABLEI

Patent Number 8710338

Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, Assignor possesses full title to the invention and assigned patents and assigned patent applications above-mentioned, and that he has the unencumbered right and authority to make this assignment.

Assignor further covenants and agrees, and likewise binds his heirs, legal representatives and assigns, to promptly communicate to said Assignee or its representatives any facts known to him relating to said invention and assigned patents and assigned patent applications, to testify in any interference or legal proceedings involving said invention and assigned patents and assigned patent applications, to execute any additional papers which may be requested to confirm the right of the Assignee, its representatives, successors and assigns to secure patent or similar protection for the said invention and assigned patents and assigned patent applications in all countries and to vest in the Assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said Assignee, its successors, assigns and other legal representatives.

Executed this  $\frac{3/57}{}$  day of  $\frac{\text{December}}{}$ , 2014.

David E. Galatas

ILHA

PATENT REEL: 034610 FRAME: 0611

**RECORDED: 01/02/2015**