

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CHRISTINE A. POTTER	02/11/2015
	DANIEL R. POTTER II	02/11/2015
RECEIVING PARTY DATA		
Name:	KERNELOPE HOLDINGS, LLC	
Street Address:	13314 SPRUCE CREEK CIR.	
City:	LARKSPUR	
State/Country:	COLORADO	
Postal Code:	80118	
PROPERTY NUMBERS Total: 4		
	Property Type	Number
	Patent Number:	8480144
	Patent Number:	8690211
	Application Number:	14181722
	PCT Number:	US2011027742
CORRESPONDENCE DATA		
Fax Number:	(303)328-2219	
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ATTORNEY DOCKET NUMBER:	CDP-0.BF-002	
NAME OF SUBMITTER:	TERRENCE M. WYLES, ESQ.	
SIGNATURE:	/s/	
DATE SIGNED:	02/13/2015	
Total Attachments: 4		

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PATENT-RIGHTS ASSIGNMENT

This Patent-Rights Assignment Agreement ("Agreement") is entered into by and between the following parties: **CHRISTINE A. POTTER and DANIEL R. POTTER II**, whose residence is 13314 Spruce Creek Cir., Larkspur, Colorado 80118, (hereinafter "**Assignors**"), and **KERNELOPE HOLDINGS, LLC**, whose principal place of business is located at 13314 Spruce Creek Cir., Larkspur, Colorado 80118, (hereinafter "**Assignee**").

RECITALS

WHEREAS:

The above-captioned **Assignors** are Co-Inventors and joint Owners of inventions pertaining to improved holding aids for personal, hand-held electronic devices and other tablet-shaped devices, including the inventions described and claimed in the following issued utility patents and pending patent applications:

Issued Utility Patents:

- U.S. Patent No. 8,480,144; issued on July 9, 2013; for "Holding Aid for a Personal, Hand-Held, Tablet-Shaped Device and Methods of Use"
- U.S. Patent No. 8,690,211; issued on April 8, 2014; for "Holding Aid for a Personal, Hand-Held, Tablet-Shaped Device and Methods of Use"
- Republic of South Korea Patent No. 10-1373913; issued on March 6, 2014; for "Holding Aid for a Personal, Hand-Held, Tablet-Shaped Device and Methods of Use"

Pending Utility Patent Applications:

- National-Stage Entries for Patent Cooperation Treaty Application No. PCT/US2011/027742, filed on March 9, 2011; for "Holding Aid for a Personal, Hand-Held, Tablet-Shaped Device and Methods of Use"
- U.S. Patent Application No. 14/181,722; filed on February 16, 2014; for "Holding Aid for a Personal, Hand-Held, Tablet-Shaped Device and Methods of Use"
- European Patent Office (EPO) Application No. 11860483.4; filed on July 16, 2013; for "Holding Aid for a Personal, Hand-Held, Tablet-Shaped Device and Methods of Use"
- Chinese Patent Application No. 201180069096.1; filed on September 6, 2013; for "Holding Aid for a Personal, Hand-Held, Tablet-Shaped Device and Methods of Use"

- Hong Kong S.A.R. Patent Application No. 13113641.1; filed on December 6, 2013; for "Holding Aid for a Personal, Hand-Held, Tablet-Shaped Device and Methods of Use"
- Japanese Patent Application No. 100114557; filed on August 30, 2013; for "Holding Aid for a Personal, Hand-Held, Tablet-Shaped Device and Methods of Use"
- Indian Patent Application No. 7090/CHENP/2013; filed on September 3, 2013; for "Holding Aid for a Personal, Hand-Held, Tablet-Shaped Device and Methods of Use"

Hereinafter, all associated rights, titles, and interest in and to the above-listed inventions, issued patents, and pending patent applications (including any potential additional child patent applications that claim the priority benefit to one or more of the above-listed patent-related documents) are collectively referred to as "the present Invention".

The Assignee desires to obtain full title to all intellectual-property rights associated with the aforementioned present Invention, and the Assignors desire to convey said title to the Assignee.

NOW, THEREFORE, the above-captioned parties, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, agree as follows:

1. In exchange for TEN US DOLLARS (\$10) and other good and valuable consideration from the Assignee, the receipt of which is hereby acknowledged by the Assignors, the Assignors have sold, assigned, and transferred, and by these presents do hereby sell, assign and transfer unto the Assignee, its successors, and its assigns, the entirety of the Assignors' right, title, and interest in and to the present Invention, said patent applications, all divisions, continuations, continuations-in-part, reissues, or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue therefrom, including all reissues or extensions of such patents and including ONE-HUNDRED PERCENT (100%) of the Assignors' rights under the International Convention (collectively "the Patent Rights"), and the Assignors do hereby authorize and request the Commissioner of Patents to issue said Letters Patent(s) to include the Assignee in accordance herewith.
2. The Assignors represent and warrant that the Assignors have the right and authority to execute this Assignment and has the right to convey all of the Assignors' right, title, and interest in the present Invention, and that the Assignors have not conveyed, nor will convey hereafter, all or part of the right, title, and interest in the present invention to a third party, including any licensing agreements; and the Assignors do hereby covenant and agree with the Assignee, its successors, and its assigns, that the Assignors shall not execute in writing or do any act whatsoever conflicting with these presents, and that the Assignors, or the Assignors' representatives, administrators, or receivers shall at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and its assigns, execute such additional writings and do such additional acts as the Assignee, its successors, and its assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, or extended Letters Patent of the United States, or of any and all foreign countries on the present

invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

3. All applications for Letters Patents in any foreign countries regarding the present invention, whether or not claiming the benefit of the filing date of said United States application(s) and/or otherwise taking advantage of the provisions of the International Convention shall be applied for in the names of all of the Parties, unless otherwise agreed to in writing.
4. **No Implied Waiver:** The failure of either party to enforce any right resulting from breach of any provision of this Agreement shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
5. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by the laws of the State of Colorado, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom, or rule of law requiring construction against the draftsman. In addition, the Parties agree that, unless otherwise agreed to in writing by the Parties, any dispute with regard to this Agreement shall be resolved within the jurisdiction of state and federal courts residing in the City and County of Denver, Colorado, and each Party agrees not to challenge either jurisdiction or venue thereof.
6. **Integration:** This Agreement memorializes the entire agreement, written or verbal, between the parties with respect to the above-mentioned present Invention, and supersedes all previous agreements between the Parties, both written and verbal. This Agreement may not be amended except in a writing signed by a duly authorized representative of the respective Parties. Any other agreements between the Parties shall not be affected by this Agreement.
7. **Binding Nature of the Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
8. **Provisions Severable:** The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected, or rendered invalid or unenforceable, by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
9. **Agreement Executable in Multiple Counterparts:** This document may be executed in multiple counterparts, each of which shall be considered an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the dates indicated below.

Christine A. Potter (Assignor):

CPA 12/11/2015
Signature Date

13314 Spruce Creek Cir
Address

Larkspur CO 80118 USA
City/State/Postal Code/Country

Daniel R. Potter II (Assignee):

[Signature] 11 Feb 2015
Signature Date

13314 Spruce Creek Circle
Address

Larkspur Colo 80118 USA
City/State/Postal Code/Country

Kernelope Holdings, LLC (Assignee):

CPA 12/11/2015
Signature of Representative Date

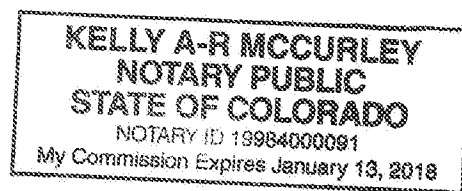
Christine A Potter, Trustee
Printed Name and Title Date

13314 Spruce Creek Cir
Address

Larkspur CO 80118 USA
City/State/Postal Code/Country

Subscribed to and sworn to before me on this 11th day of February, 2015.

[Signature]
Notary Public
Notary Seal



Potters-to-Kernelope Holdings Patent-Rights Assignment

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Party Initials CP [Signature] CP

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