

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3262957

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNORS previously recorded on Reel 032044 Frame 0095. Assignor(s) hereby confirms the ASSIGNMENT.
CONVEYING PARTY DATA	
Name	Execution Date
SHELLEY YOON	01/09/2014
JESUS RAUL LEAL	01/09/2014
ROCKWELL ARCHITECTURE, PLANNING AND DESIGN, P.C.	01/15/2014
RECEIVING PARTY DATA	
Name:	VIRGIN HOTELS NORTH AMERICA, LLC
Street Address:	65 BLEECKER STREET
Internal Address:	6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10012
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29480315
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:	773 966-2467
Email:	officeactions@norvellip.com, sjones@norvellip.com
Correspondent Name:	SHYLA N. JONES - NORVELL IP LLC
Address Line 1:	P.O. BOX 2461
Address Line 4:	CHICAGO, ILLINOIS 60690
ATTORNEY DOCKET NUMBER:	13398-12
NAME OF SUBMITTER:	SHYLA N. JONES
SIGNATURE:	/Shyla N. Jones 71648/
DATE SIGNED:	03/12/2015
Total Attachments: 13	
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2697381

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>MS. SHELLEY YOON</td> <td>01/09/2014</td> </tr> <tr> <td>MR. JESUS RAUL LEAL</td> <td>01/09/2014</td> </tr> <tr> <td>MR. DIEGO PEDRO GRONDA</td> <td>11/27/2013</td> </tr> <tr> <td>ROCKWELL ARCHITECTURE, PLANNING AND DESIGN, P.C.</td> <td>01/15/2014</td> </tr> </tbody> </table>		Name	Execution Date	MS. SHELLEY YOON	01/09/2014	MR. JESUS RAUL LEAL	01/09/2014	MR. DIEGO PEDRO GRONDA	11/27/2013	ROCKWELL ARCHITECTURE, PLANNING AND DESIGN, P.C.	01/15/2014
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MR. JESUS RAUL LEAL	01/09/2014										
MR. DIEGO PEDRO GRONDA	11/27/2013										
ROCKWELL ARCHITECTURE, PLANNING AND DESIGN, P.C.	01/15/2014										
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Name:	VIRGIN HOTELS NORTH AMERICA, LLC										
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Application Number:	29480315										
CORRESPONDENCE DATA											
Fax Number:											
Phone:	888-315-0732										
Email:	officeactions@norvellip.com										
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>											
Correspondent Name:	NORVELL IP LLC										
Address Line 1:	1776 ASH STREET										
Address Line 4:	NORTHFIELD, ILLINOIS 60093										
ATTORNEY DOCKET NUMBER:	13398-12										
NAME OF SUBMITTER:	JAY M. BURGETT										
Signature:	/Jay M. Burgett/										

Date:

01/24/2014

Total Attachments: 11

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Shelley Yoon, et al.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Virgin Hotels North America, LLC

Internal Address: _____

Street Address: 65 Bleecker Street, 6th Floor

City: New York

State: New York

Country: US Zip: 10012

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) _____

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

29-480315

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Joseph V. Norvell

Internal Address: _____

Street Address: 1776 Ash Street

City: Northfield

State: IL Zip: 60093

Phone Number: 888-315-0732

Docket Number: 13398-12

Email Address: officeactions@norvellip.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature: /Jay M. Burgett/

1/24/2014

Signature

Date

Jay M. Burgett

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Design Patent Application No. 29-480315

Title: BED

First Named Inventor: Shelley Yoon

Attorney Docket No. 13398-12

1. Name of Conveying Parties (continued from enclosed Cover Sheet)

Jesus Raul Leal

Diego Pedro Gronda

Rockwell Architecture, Planning and Design, P.C.

ASSIGNMENT

WHEREAS, Shelley Yoon ("Inventor") has invented certain new and useful improvements in a bed design, as set forth in Design Patent Application No. 29-480315, entitled "BED," filed on Jan. 24, 2014 ("BED"); and

WHEREAS, Virgin Hotels North America, LLC ("VHNA"), a Delaware limited liability company with a principal place of business at 65 Bleecker Street, 6th Floor, New York, NY 10012, is desirous of acquiring all right, title and interest in and to the BED, the design patent application and all inventions disclosed therein, and any and all patents of the United States and foreign countries that may be obtained therefor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Inventor hereby agrees to:

1. Sell, assign and transfer to VHNA all worldwide right, title and interest in and to the BED, any and all intellectual property owned now or in the future related to the BED, the above-mentioned patent application and the patents that may issue for the BED and/or the inventions disclosed therein in the United States, together with the entire right, title and interest in and to the inventions and all patent applications and patents therefor in countries foreign to the United States, including Canada, including the full right to claim for any such applications all benefits and priority rights under any applicable convention, together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents identified above, to have and to hold for the sole and exclusive use and benefit of VHNA, its successors and assigns, to the full end of the term or terms for all such patents, subject to any trade dress or copyright, including the right to pursue legal actions for past infringement and related damages.
2. Assist VHNA, at VHNA's expense, in the prosecution of the above-mentioned application, in the making and prosecution of any other patent applications that VHNA may elect to make covering the BED and/or inventions identified above, in vesting in VHNA like exclusive title in and to all such other patent applications and patents, by giving testimony in any legal proceeding involving the BED and/or inventions identified above or any such patent applications or patents, and that Inventor will execute and deliver to VHNA any and all additional papers that may be requested by the VHNA to carry out the terms of this assignment, and take any further action reasonably necessary to assist VHNA in memorializing and recording the transfer of rights conveyed herein.
3. Authorize and request the Commissioner of Patents to issue any and all United States Patents resulting from the above-mentioned application or any division, continuation, substitute, renewal, re-examination or reissue thereof to VHNA and to record the transfer of ownership of any such patent applications or patents to VHNA in accordance with the terms of this assignment.

4. Warrant and covenant that no other assignment, license, contract, understanding, interest or other grant to any third party with respect to any of the foregoing has been made, or shall in the future be made, by or on behalf of Inventor.
5. Covenant not to challenge or attack, directly or indirectly, or assist or encourage others to challenge or attack the validity or enforceability of, or VHNA's rights in, the BED, intellectual property related to the BED, and any of the patent applications or patents assigned to VHNA herein.
6. Agree that the terms, covenants and conditions of this Agreement shall inure to the benefit of VHNA, its successors, assigns and other legal representatives, and shall be binding upon Inventor, as well as Inventor's heirs, legal representatives and assigns.
7. Authorize and request VHNA's attorney/agent to insert above the application number and filing date in order to assist with the recordal of this assignment or any other information necessary to perfect this assignment.

IN TESTIMONY WHEREOF, I Shelley Yoon have executed this document on the date indicated below.

[Signature]

 Signature of Inventor

01/09/2014

 Date

Miami, Florida

 Inventor's City, State of residence

STATE OF Florida)
)
 COUNTY OF Dade) ss.

I, Angelica Camacho, A Notary Public in and for the County and State aforesaid, do hereby certify that Yoon Shelley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the instrument as his/her free and voluntary act for the uses and purposes therein set forth. Diver's license Canada Y6501-70507-75209 Exp 02/09/2016.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 15 day of Jan, 2014.

(SEAL) 

[Signature]

 Notary Public

My Commission Expires:

ASSIGNMENT

WHEREAS, Jesus Raul Leal ("Inventor") has invented certain new and useful improvements in a bed design, as set forth in Design Patent Application No. 29-480315, entitled "BED," filed on Jan. 24, 2014 ("BED"); and

WHEREAS, Virgin Hotels North America, LLC ("VHNA"), a Delaware limited liability company with a principal place of business at 65 Bleecker Street, 6th Floor, New York, NY 10012, is desirous of acquiring all right, title and interest in and to the BED, the design patent application and all inventions disclosed therein, and any and all patents of the United States and foreign countries that may be obtained therefor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Inventor hereby agrees to:

1. Sell, assign and transfer to VHNA all worldwide right, title and interest in and to the BED, any and all intellectual property owned now or in the future related to the BED, the above-mentioned patent application and the patents that may issue for the BED and/or the inventions disclosed therein in the United States, together with the entire right, title and interest in and to the inventions and all patent applications and patents therefor in countries foreign to the United States, including Canada, including the full right to claim for any such applications all benefits and priority rights under any applicable convention, together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents identified above, to have and to hold for the sole and exclusive use and benefit of VHNA, its successors and assigns, to the full end of the term or terms for all such patents, subject to any trade dress or copyright, including the right to pursue legal actions for past infringement and related damages.
2. Assist VHNA, at VHNA's expense, in the prosecution of the above-mentioned application, in the making and prosecution of any other patent applications that VHNA may elect to make covering the BED and/or inventions identified above, in vesting in VHNA like exclusive title in and to all such other patent applications and patents, by giving testimony in any legal proceeding involving the BED and/or inventions identified above or any such patent applications or patents, and that Inventor will execute and deliver to VHNA any and all additional papers that may be requested by the VHNA to carry out the terms of this assignment, and take any further action reasonably necessary to assist VHNA in memorializing and recording the transfer of rights conveyed herein.
3. Authorize and request the Commissioner of Patents to issue any and all United States Patents resulting from the above-mentioned application or any division, continuation, substitute, renewal, re-examination or reissue thereof to VHNA and to record the transfer of ownership of any such patent applications or patents to VHNA in accordance with the terms of this assignment.

4. Warrant and covenant that no other assignment, license, contract, understanding, interest or other grant to any third party with respect to any of the foregoing has been made, or shall in the future be made, by or on behalf of Inventor.
5. Covenant not to challenge or attack, directly or indirectly, or assist or encourage others to challenge or attack the validity or enforceability of, or VHNA's rights in, the BED, intellectual property related to the BED, and any of the patent applications or patents assigned to VHNA herein.
6. Agree that the terms, covenants and conditions of this Agreement shall inure to the benefit of VHNA, its successors, assigns and other legal representatives, and shall be binding upon Inventor, as well as Inventor's heirs, legal representatives and assigns.
7. Authorize and request VHNA's attorney/agent to insert above the application number and filing date in order to assist with the recordal of this assignment or any other information necessary to perfect this assignment.

IN TESTIMONY WHEREOF, Jesus Raul Leal have executed this document on the date indicated below.

[Signature]

 Signature of Inventor

1/9/2014

 Date

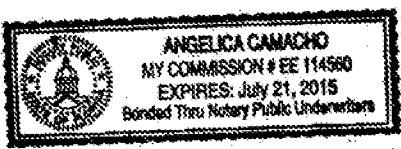
Miami, Florida

 Inventor's City, State of residence

STATE OF Florida)
)
 COUNTY OF Dade) ss.

I, Angelica Camacho, A Notary Public in and for the County and State aforesaid, do hereby certify that Jesus Raul, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the instrument as his/her free and voluntary act for the uses and purposes therein set forth. Drivers License # L400 436-58 375-0

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 13 day of January 2014.



(SEAL)

My Commission Expires: July 21, 2015

[Signature]

 Notary Public

ASSIGNMENT

THIS ASSIGNMENT, by Diego Gronda (hereinafter referred to as Assignor), with a principal place of business at Calle de Alcalá 21, 9th Floor 28014 Madrid, España;

WHEREAS, Assignor has invented certain new and useful improvements in set forth in a Design Patent application for Letters Patent of the United States, entitled, BED, filed on Jan. 24, 2014 as U.S. Application No. 29-480315; and

WHEREAS, Rockwell Architecture, Planning and Design, P.C. of 5 Union Square West, New York, New York 10003, (herein referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said invention and said Patent Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, hereby sells, assigns, transfers and sets over and by these presents does sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, the entire right, title and interest for the United States and all other countries in and to said invention and the aforesaid application for Patent, all original, divisional, continuation, or substitute applications and patents applied for or granted therefore in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, including all rights under the International Convention for the Protection of Industrial Property including all rights of priority, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made;

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same is unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

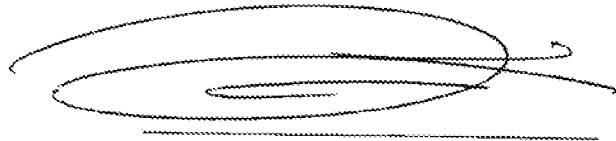


AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable;

AND Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns;

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Dated: November 27, 2013



Diego Gronda

ASSIGNMENT

THIS ASSIGNMENT, by Rockwell Architecture, Planning and Design, P.C., a New York professional corporation with a principal place of business at 5 Union Square West, New York, New York 10003 (herein referred to as ASSIGNOR);

WHEREAS, Diego Pedro Gronda, with a principal place of business at Calle de Alcalá 21, 9th Floor 28014 Madrid, España (herein referred to as GRONDA) an inventor, has invented certain new and useful improvements as set forth in a Design Patent application for Letters Patent of the United States, entitled, BED, filed on Jan. 24, 2014 as U.S. Application No. 29-480315 ("Invention(s)");

WHEREAS, ASSIGNOR under its employment terms with employee GRONDA has acquired GRONDA's entire right, title and interest in and to said Inventions and said Patent Application for Letters Patent of the United States, and in and to any patents to be obtained therefor and thereon; and

WHEREAS, VIRGIN HOTELS NORTH AMERICA, LLC, a Delaware limited liability company with a principal place of business at 65 Bleecker Street, 6th Floor, New York, New York 10012 ("ASSIGNEE") is desirous of acquiring all right, title and interest in and to the Inventions, said patent application and in and to any and all patents of the United States and foreign countries that may be obtained therefor and thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

ASSIGNOR, hereby:

1. The above recitals are incorporated herein.
2. Sells, assigns and transfers to ASSIGNEE all right, title and interest in and to the Inventions and the above-mentioned patent application, and any patents that may issue for the Inventions in the United States, together with the entire right, title and interest in and to the Inventions and all patent applications and patents therefor in countries foreign to the United States, including Canada, including the full right to claim for any such applications all benefits and priority rights under any applicable convention, together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents identified above, to have and to hold for the sole and exclusive use and benefit of the ASSIGNEE, its successors and assigns, to the full end of the term or terms for all such patents, including the right to pursue legal actions for past infringement and related damages.
3. Covenants and agrees, that GRONDA, for so long as GRONDA is employed by ASSIGNOR, and ASSIGNOR will assist the ASSIGNEE, at the ASSIGNEE's expense, in the prosecution of the above-mentioned application, in the making and prosecution of any other patent applications that the ASSIGNEE may elect to make covering the Inventions identified above, in vesting in the ASSIGNEE like exclusive title in and to all such other patent applications and patents, by giving testimony in any legal proceeding involving the Inventions or any such patent applications or patents, and that GRONDA and ASSIGNOR will execute and deliver to the ASSIGNEE any and all additional papers that may be requested by the ASSIGNEE to carry out the terms of this assignment.

4. Authorizes and requests the Commissioner of Patents to issue any and all United States Patents resulting from the above-mentioned application or any division, continuation, substitute, renewal, re-examination or reissue thereof to the ASSIGNEE and to record the transfer of ownership of any such patent applications or patents to ASSIGNEE in accordance with the terms of this assignment.
5. Warrants and covenants that no other assignment, license, contract, understanding, interest or other grant to any third party with respect to any of the foregoing has been made, or shall in the future be made, by or on behalf of ASSIGNOR.
6. Covenants not to challenge the validity or enforceability of any of the patent applications or patents assigned to ASSIGNEE hereunder.
7. Agrees that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon the ASSIGNOR, its successors and assigns, as well as GRONDA, his heirs and assigns.
8. Authorizes and requests ASSIGNEE's attorney/agent to insert above the application number and filing date in order to assist with the recordal of this assignment or any other information necessary to perfect this assignment.

ASSIGNEE, hereby:

9. Agrees to indemnify GRONDA, ASSIGNOR, any of its affiliates, or any of their respective Agents with respect to the Invention (each an "Indemnified Person"), as follows: Each Indemnified Person shall have no liability or responsibility whatsoever to ASSIGNEE, its successors, legal representatives, assigns and end users or any other person or entity for or on account of (and ASSIGNEE agrees and covenants, and agrees to cause any and each of its successors, legal representatives and assigns to agree and covenant not to sue any Indemnified Person in connection with) any injury, loss, or damage of any kind or nature, sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon, ASSIGNEE, its successors, legal representatives, assigns and end users, or any other person or entity, whether direct, indirect, special, punitive, incidental, consequential or otherwise arising under any legal theory (and further excluding without limitation any existing or anticipated profits or opportunities for profits lost by ASSIGNEE and each of its successors, legal representatives and assigns), arising out of or in connection with or resulting from (i) the production, use, or sale of the Inventions or any such patent applications or patents by ASSIGNEE its successors, legal representatives, assigns and end users. ASSIGNEE shall defend, indemnify and hold each Indemnified Person harmless against all claims, demands, losses, damages or penalties (including but not limited to reasonable attorney's fees and expenses at the pretrial, trial or appellate level) made against any Indemnified Person with respect to item (i) above, whether or not such claims are groundless or without merit or basis. ASSIGNEE's obligations to indemnify shall survive the expiration or earlier termination of all or any part of this Agreement.

Dated: January 15, 2014



Rockwell Architecture, Planning and Design, P.C.

By:
Title:

STATE OF)
) ss.
COUNTY OF)

I, LeAnn Shelton, A Notary Public in and for the County and State aforesaid, do hereby certify that David Rockwell, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 15th day of January, 2014.


Notary Public

(SEAL)

My Commission Expires:

LEANN SHELTON
NOTARY PUBLIC-STATE OF NEW YORK
No. 02SH6199426
Qualified in New York County
My Commission Expires January 20, 2015