# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
TIM BACHMAN	04/27/2015
MATTHEW VAIL LEYDEN	04/28/2015
CHRISTIAN RICHARD TRIFILIO	04/28/2015
JEFF WAFFENSMITH	05/12/2015
ROD ST. MICHEL	05/29/2015

#### RECEIVING PARTY DATA

Name:	PRIMORDIAL SOUP, LLC
Street Address:	287 EAST 6TH STREET
Internal Address:	SUITE 160
City:	ST. PAUL
State/Country:	MINNESOTA
Postal Code:	55101

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14630632

# **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.

**Email:** bnanzig@adamsgrumbles.com

**Correspondent Name:** BRITTANY NANZIG **Address Line 1:** 287 E 6TH STREET

Address Line 2: SUITE 140

Address Line 4: ST. PAUL, MINNESOTA 55101

NAME OF SUBMITTER: BRITTANY NANZIG   SIGNATURE: /Brittany Nanzig/	
SIGNATURE: /Brittany Nanzig/	
<b>DATE SIGNED:</b> 05/29/2015	

**Total Attachments: 5** 

PATENT REEL: 035746 FRAME: 0943

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PATENT REEL: 035746 FRAME: 0944

#### ASSIGNMENT

WHEREAS, we, Tim Bachman, residing in St. Paul, Minnesota, with a mailing address of 1712 Yorkshire Avenue, St. Paul, Minnesota 55116; Matthew Vail Leyden, residing in St. Paul, Minnesota, with a mailing address of 1024 Laurel Avenue, St. Paul, Minnesota 55104; Christian Richard Trifilio, residing in St. Paul, Minnesota, with a mailing address of 1370 Juliet Avenue, St. Paul, Minnesota 55105; Jeff Waffensmith, residing in North Oaks, Minnesota, with a mailing address of 10 Ski Lane, North Oaks, Minnesota 55127; and Rod St. Michel, residing in Mendota Heights, Minnesota, with a mailing address of 1903 Hunter Lane, Mendota Heights, Minnesota 55118 (hereinafter "Assignors," "we" or "us"), made certain new and useful inventions and improvements for which we filed Application for Letters Patent as indicated in Exhibit A attached hereto (hereinafter "Applications");

AND WHEREAS, Primordial Soup, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 287 East 6th Street, Suite 160, St. Paul, Minnesota 55101 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and Applications and in and to the Letters Patent(s) to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to the aforesaid Applications, and all inventions and improvements disclosed therein, and in and to the Applications, all non-provisionals, divisions, continuations, or renewals thereof, all Letters Patent(s) that may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications that have been or shall be filed in any foreign countries for Letters Patent(s) on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent(s) of foreign countries that may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent(s) for the aforesaid inventions, improvements and Applications to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns. Additionally, we hereby assign all other rights, title and interest in ideas, plans, software code, materials,

written matter, images, models, prototypes, data, or other creative materials prepared for Assignee that may result in intellectual property rights such as, but not limited to, trademarks, copyrights, trade secrets, or otherwise. The foregoing assignment includes, without limitation, the right to sue for past, present and future infringement of the aforesaid Applications, all Letters Patent(s) that may be granted therefrom, and all other intellectual property rights, and the right to collect and receive any damages, royalties, or settlement for such past, present and future infringements and any and all causes of action relating to any of the inventions or discoveries described in the aforesaid Applications, all Letters Patent(s) that may be granted therefrom, and all other intellectual property rights.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things that may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, Applications, Letters Patent(s), rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore, we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

ISIGNATURE PAGE FOLLOWS!

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Tim Bachman
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Jeff Waffensmith
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Rod St. Michel
AGREED AND ACKNOWLEDGED BY:
PRIMORDIAL SOUP, LLC
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Tim Bachman, Chief Manager

3 of 4

# EXHIBIT A

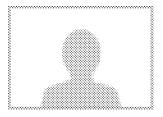
Tim Bachman, Matthew Vail Leyden, Christian Richard Trifilio, Jeff Waffensmith, and Rod St. Michel are listed as inventors on applications for Letters Patent filed in the United States on February 24, 2015, application Serial No. 14/630,632, which is titled COMPONENTS TO ALLOW BUCKETS TO BE USED AS STRUCTURAL OR ALTERNATIVE ELEMENTS; filed in Canada on March 29, 2012, application Serial No. 2,776,166, which is titled COMPONENTS TO ALLOW BUCKETS TO BE USED AS STRUCTURAL OR. ALTERNATIVE ELEMENTS; and filed in Mexico on March 26, 2012, application Serial No. MX/a/2012/003582, which is titled COMPONENTS TO ALLOW BUCKETS TO BE USED AS STRUCTURAL OR ALTERNATIVE ELEMENTS.

# Signature Certificate



Document Reference: FIZWH5ID43HNN253GK2GU7





Rod St. Michel

Party ID: RXGGEHIS63PVCHC54V2464

IP Address: 24.118.148.233

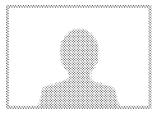
veairies email: rod@rsmsales.com



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Jeff Waffensmith

Party ID: DAI59KJ6A3W4JG9UUZ4FC5

IP Address: 23.25.148.17

verified small: jeff@omnitool.com



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Timestamp	Audit
2015-05-29 09-01:38 -0790	All parties have signed document. Signed copies sent to: Rod St. Michel, Jeff
	Waffensmith, Brittany Nanzig, and Ernest Grumbles.
2015-05-29 09:01:38 -0700	Document signed by Rod St. Michel (rod@rsmsales.com) with drawn signature
	73.37.227.230
2015-05-12 07:52:16 -0700	Document signed by Jeff Waffensmith (jeff@omnitool.com) with drawn signature.
	- 23.25.148.17
2015-05-11-05-48:57 -0700	Document viewed by Jeff Waffensmith (jeff@ornnitool.com) 23.25.148.17
2015-05-08 09:54:13 -0700	Document viewed by Rod St. Michel (rod@rsmsales.com) 24.118.148.233
2015-05-08-09-48:45 -0700	Document created by Ernest Grumbles (egrumbles@gmail.com) 173.240.28.93



RECORDED: 05/29/2015

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REEL: 035746 FRAME: 0949