

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3385575

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KAREN RAPPAPORT SEPSWOL	05/18/2015
DENISE GOLDMAN	05/18/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KRISTI G. COMPANY
<b>Street Address:</b>	1340 TURTLE DOVE LANE
<b>City:</b>	LAWRENCEVILLE
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30043
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8002115
<b>Patent Number:</b>	D582152
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(877)248-5100
<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>	
<b>Email:</b>	uspto@ti-law.com
<b>Correspondent Name:</b>	JAMES D WRIGHT
<b>Address Line 1:</b>	PO BOX 49309
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28277
<b>ATTORNEY DOCKET NUMBER:</b>	7225.008 & 7225.009
<b>NAME OF SUBMITTER:</b>	JAMES D. WRIGHT
<b>SIGNATURE:</b>	/James D. Wright/
<b>DATE SIGNED:</b>	06/05/2015
<b>Total Attachments: 6</b>	
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## ASSIGNMENT OF PATENTS AND INVENTION RIGHTS

This ASSIGNMENT OF PATENTS AND INVENTION RIGHTS ("Agreement") is effective as of May 11, 2015 (the "Effective Date") and is by and between Karen Sepsenwol (f/k/a Karen Rappaport), an individual residing at 6335 Lagorce Drive, Miami beach, FL 33141 ("Sepsenwol") and Denise Goldman, an individual residing at 31 Mitchell Road, Port Washington NY 11050 ("Goldman") (Sepsenwol and Goldman are collectively referred to herein as the "Assignors") and Kristi G. Company, a Georgia corporation having an address of 1340 Turtle Dove Lane, Lawrenceville, Georgia 30043 ("KGC"). Assignors and KGC are sometimes referred to herein as the "Parties" and each, individually, a "Party".

Assignors are the current owners of certain invention rights including, without limitation, (a) U.S. Patent No. 8,002,115 and (b) U.S. Patent No. D582,152 (the "Patent Properties").

Assignors desire to assign, and KGC desires to acquire, all rights, title, and interests in, to, and under each invention disclosed in the Patent Properties (each an "Invention"), and in, to, and under any and all patents that have been or may be obtained for each Invention, including the Patent Properties, together with all rights corresponding thereto.

Accordingly, in exchange for (a) the sum of Eight Hundred Dollars (\$800), plus (b) five percent (5%) of KGC's Net Profits (as defined below), plus (c) twenty percent (20%) of KGC's net licensing revenue derived from licenses issued by KGC for the Patent Properties, Assignors do hereby quitclaim, sell, assign, transfer and convey, unto KGC, as of the Effective Date, any and all of Assignors' past, present and future right, title, and interest in, to and under:

- Each Invention;
- The Patent Properties;
- The right and authorization to file any application for any of the Inventions;
- Any and all applications for patent for any of the Inventions that may be or have been filed in any and all countries;
- Any and all patents that may be or have been obtained for any Invention in any and all countries;
- Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
- Any application claiming priority to any of the foregoing;
- Any past or present right or cause of action arising with respect to any of the foregoing, including any right to sue for patent infringement, and any copyright in any embodiment of an Invention and any derivative right thereof; and
- Any right received by Assignors, or otherwise held by Assignors, from or related to an inventor with respect to of any of the foregoing,

(collectively, the "Invention Rights").

As used herein, the term "Net Profits" shall mean all payments received by KGC from sales of any products sold that are covered by an active claim of the Patent Properties, after the deduction

of (i) credits, rebates and returns; (ii) discounts allowed in amounts customary in the trade; (iii) outbound transportation costs; and (iv) sales tax, value-add taxes, excise tax or tariffs. Any and all payments coming due from KGC to Assignors hereunder shall be paid fifty percent (50%) to Sepsenwol and fifty percent (50%) to Goldman. All notices from one Party to the other shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile, or (v) by electronic mail to the address of the Party specified in this Agreement or such other address as either Party may specify in writing.

Assignors hereby covenant and agree, and bind any and all applicable persons, legal representatives, nominees, and assigns, to assist and cooperate with KGC, at and conditioned upon KGC's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any of the Invention Rights and, further, to execute and deliver to KGC any and all petitions, oaths, assignments, or other papers or instruments that may be requested by KGC in connection therewith.

Assignors hereby authorize and empower KGC to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignors may be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignors.

Each Party shall hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees, arising out of or in connection with (a) the other Party's intentional, willful, wanton, reckless or negligent conduct; and/or (b) the other Party's breach of this Agreement.

Assignors hereby consent and agree that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of KGC to claim the aforesaid benefit of the right of priority and the right to file for patent.

KGC hereby agrees that if, on the date that is five (5) years after the Effective Date, KGC is not (a) actively engaged in the commercialization of any products that are covered by the claim of one or more of the Patent Properties, and (b) does not have any active licenses in place for any of the Patent Properties, the Assignors may, upon written request to KGC, compel KGC to convey the Patent Properties back to Assignor for no additional consideration whatsoever.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. The Parties agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within the County of Miami-Dade, Florida.

Assignors covenant and agree that this Agreement and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, and nominees of KGC, without further written or oral authorization from Assignors.

[Signature Pages Follow]

This the 18<sup>th</sup> day of May, 2015

Karen Sepsenwol (Assignor)

[Signature] (Signature)

Karen Sepsenwol (Printed Name)

[Signature]  
Witness #1 Signature

[Signature]  
Witness #2 Signature

[Signature]  
Witness #1 Name (print)

Mayra Hernandez  
Witness #2 Name (print)

6335 LAGARDE DR  
Witness #1 Address Line 1

571 NW 205 Ave.  
Witness #2 Address Line 1

MIAMI BEACH FL 33141  
Witness #1 Address Line 2

Pembroke Pines, FL 33029  
Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of Florida

County of Miami Dade

United States of America

On this 19 day of May, 2015

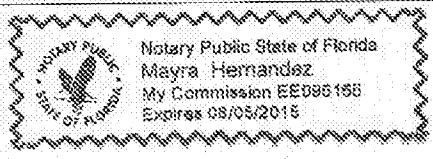
I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Karen Sepsenwol (person appearing before notary)

Notary Signature: [Signature]

Printed Name: Mayra Hernandez

My Commission Expires: 8-5-2015  
(Notary Seal)



This the 18<sup>th</sup> day of May, 2015.

Denise Goldman

(Assignor)

D. Goldman

(Signature)

Denise Goldman

(Printed Name)

[Signature]

Witness #1 Signature

Seth Goldman

Witness #1 Name (print)

One Fisher Island Drive

Witness #1 Address Line 1

Fisher Island, FL 33109

Witness #1 Address Line 2

[Signature]

Witness #2 Signature

Kamla Burke

Witness #2 Name (print)

16 Oakland Dr

Witness #2 Address Line 1

Port Washington NY 11050

Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of New York

County of New York

United States of America

On this 18 day of May,  
I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Denise Goldman (person appearing before notary)

Notary Signature: [Signature]

Printed Name: Randy Krieg

My Commission Expires: 5/23/18  
(Notary Seal)

**RANDI I. KRIEG**  
NOTARY PUBLIC, State of New York  
No. 02KR5028253, New York County  
Term Expires May 23, 2018

ACCEPTANCE BY ASSIGNEE

KGC hereby accepts the Invention Rights as set forth above.

This the 1<sup>st</sup> day of June, 2015.

Kristi G. Company

(Assignee)

By: Kristi Gorinas

(Signature)

Kristi Gorinas, President

[Signature]

Witness #1 Signature

[Signature]

Witness #2 Signature

Vytautas J. Gorinas

Witness #1 Name (print)

MITZI M CHAMBERS

Witness #2 Name (print)

1340 Turtle Dowlane

Witness #1 Address Line 1

1928 GREENSFERRY CLEN

Witness #2 Address Line 1

Lawrenceville GA 30043

Witness #1 Address Line 2

LAWRENCEVILLE, GA 30043

Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of Georgia

County of Guinnett

United States of America

On this 1<sup>st</sup> day of June, 2015,

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Kristi Gorinas (person appearing before notary)

Notary Signature: M. Elizabeth Martin

Printed Name: M. Elizabeth Martin

My Commission Expires: 12-25-2017  
(Notary Seal)



PATENT