

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3396274

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RAHUL BAXI	06/12/2015
PRACHI BAXI	06/12/2015
RECEIVING PARTY DATA	
Name:	SMARTYPANS INC.
Street Address:	1233 MELVILLE ROAD
City:	FARMINGDALE
State/Country:	NEW YORK
Postal Code:	11735
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14738347
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>	
Email:	ipdocket@barclaydamon.com
Correspondent Name:	BARCLAY DAMON, LLP
Address Line 1:	ONE PARK PLACE
Address Line 2:	300 SOUTH STATE STREET
Address Line 4:	SYRACUSE, NEW YORK 13202
ATTORNEY DOCKET NUMBER:	3075528-US02
NAME OF SUBMITTER:	BETH ROOD
SIGNATURE:	/Beth Rood/
DATE SIGNED:	06/15/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 8	
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COMBINED ASSIGNMENT, DECLARATION & POWER OF ATTORNEY

This Combined Assignment, Declaration & Power of Attorney (“**Instrument**”) has been executed by the undersigned.

I. ASSIGNMENT

WHEREAS, the undersigned, to wit: Rahul Baxi and Prachi Baxi (“**Assignor**”) are the co-inventors of the invention having Docket No. 3075528-US02, entitled “COOKING DEVICE AND SYSTEM HAVING A PRE-COOK MODE AND A COOK MODE OPERABLE TO FACILITATE RECIPE-BASED FOOD PREPARATION,” for which a patent application of the United States has been, or is about to be, filed in the United States Patent and Trademark Office (“**Identified Application**”);

AND WHEREAS, the undersigned, to wit: SmartyPans Inc. (“**Assignee**”), a corporation duly organized and existing under the laws of Delaware and having an office at 1233 Melville Road, Farmingdale, New York 11735, desires to acquire the entire right, title, and interest therein;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer and convey, Oakland1389 and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to such invention, Identified Application and patents issuing therefrom in all countries and jurisdictions to the full end of the terms for which such patents may be granted, to be held, used and enjoyed by, and in the name of, the Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment and sale not been made, including, without limitation: (i) such invention as described in the Identified Application; (ii) any and all improvements, betterments and modifications of such invention; (iii) any and all patents issuing from the Identified Application; (iv) all related applications including, but not limited to, divisions, continuations, continuations-in-part, non-provisionals of provisionals, patents of addition, reissues, reexaminations, foreign counterparts and foreign equivalents thereof, and substitutions of or for such applications; (v) all foreign rights related thereto, including the right to make applications for patents for such invention in any and all foreign countries and the right to claim priority as to the filing dates of the such applications under the International Convention, Patent Cooperation Treaty, European Patent Convention and any other international treaty; and (vi) all income, royalties, damages and payments due or payable to Assignor as of the execution of this Instrument or thereafter, including, but not limited to, all claims for damages by reason of past, present or future infringement or other unauthorized use of the invention, patent applications or patents assigned hereunder, together with the right to sue for, and collect the same.

Assignor hereby authorizes and requests the patent office of the country in which this Instrument is recorded to issue all patents issuing from such patent applications to Assignee or its successors or assigns.

Assignor hereby agrees to execute any papers, provide any information and testify in any derivation proceeding, interference or litigation at the request of Assignee, its successors, assigns and legal representatives, when deemed essential to Assignee’s, its successors’, assigns’ and legal

representatives' full enjoyment, protection, enforcement and title in and to such invention, patent applications, issued patents and other rights hereby transferred.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and patents assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives.

In the event that, and only to the extent that: (i) any provision of this Instrument violates the applicable law of any country or jurisdiction in which this Instrument is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Instrument to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Instrument in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Instrument which gave rise to such violation or judgment.

II. DECLARATION

This Section II sets forth the Inventor’s Oath or Declaration under 35 U.S.C. 115.

General

As a below named inventor, I hereby declare that:

(a) This declaration is directed to the Identified Application indicated with an X or mark as follows:

	Application	Title	Application No.	Filing Date	Attorney Docket No.
X	The attached patent application	COOKING DEVICE AND SYSTEM HAVING A PRE-COOK MODE AND A COOK MODE OPERABLE TO FACILITATE RECIPE-BASED FOOD PREPARATION			3075528-US02
	United States patent application				
	PCT international patent application				

(b) The Identified Application was made or authorized to be made by me.

(c) I believe I am the original inventor or an original joint inventor of a claimed invention in the Identified Application.

(d) I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

(e) I represent that I have reviewed and understand the contents of the Identified Application, including the claims, and I am aware of the duty to disclose to the U.S. Patent & Trademark Office (“USPTO”), all information known to me to be material to patentability. I understand that information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and such information: (1) establishes, by itself or in combination with other information, a prima facie case of unpatentability or a claim; or (2) refutes, or is inconsistent with, a position the applicant takes in: (i) opposing an argument of unpatentability relied on by the USPTO, or (ii) asserting an argument of patentability.

Domestic Benefit/National Stage Information

As a below named inventor, and as indicated below, I hereby claim the benefit under 35 U.S.C. Section 119(e), 120, 121 or 365(c) or otherwise enter National Stage from the identified PCT international application designating the United States.

Application No.	Filing Date	Status (patented, pending, abandoned)
62/011,454	June 12, 2014	Pending

Foreign Priority Information

As a below named inventor, and as indicated below, I hereby claim foreign priority benefits under 35 U.S.C. Section 119 or 365(b) of any foreign application(s) for patent or inventor’s certificate, or Section 365(a) of any PCT international application which designated at least one country other than the United States, and have also identified below, any foreign application for patent or inventor’s certificate or PCT international application having a filing date before that of the application on which priority is claimed.

Application No.	Country	Filing Date

Authorization to Permit Access to Application by Participating Office(s)

I hereby grant the USPTO authority to provide the European Patent Office (EPO), the Japan Patent Office (JPO), the Korean Intellectual Property Office (KIPO), the World Intellectual Property Office (WIPO), and any other intellectual property offices in which a foreign application claiming priority to the Identified Application is filed, access to the Identified Application.

In accordance with 37 CFR 1.14(h)(3), access will be provided to a copy of the Identified Application with respect to: (i) the Identified Application-as-filed; (ii) any foreign application to which the Identified Application claims priority under 35 U.S.C. 119(a)-(d) if a copy of the foreign application that satisfies the certified copy requirement of 37 CFR 1.55 has been filed in the Identified Application; and (iii) any U.S. application-as-filed from which benefit is sought in the Identified Application.

III. POWER OF ATTORNEY BY INVENTOR(S) AND ASSIGNEE

The Assignee and each below-named inventor (each, a “**Party**”), each hereby individually appoints the practitioners associated with the following Customer Number:

72742

as such Party’s attorneys with full power of substitution and revocation, to prosecute the Identified Application and to transact all business in the USPTO connected therewith.

Each Party hereby instructs the USPTO to direct all correspondence to the address associated with such Customer Number.

The Assignee has executed the Power of Attorney form attached as **Exhibit A**.

[Signature Page(s) Follow]

Sole or First Inventor

Inventor's Signature:	<i>Rahul Baxi</i>	Date:	06/12/2015
Name:	Rahul Baxi		
Residential Address:	1389 Jefferson Street, Apt. B203, Oakland, California 94612 USA		
Citizenship	India		

<p>Witness or Notarization: Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.</p>			
Signature:		Date:	
Name:			

Second Inventor

Inventor's Signature:	<i>Prachi Baxi</i>	Date:	06/12/2015
Name:	Prachi Baxi		
Residential Address:	1389 Jefferson Street, Apt. B203, Oakland, California 94612 USA		
Citizenship	India		

<p>Witness or Notarization: Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.</p>			
Signature:		Date:	
Name:			

Assignee

For the purposes of effectuating the Assignment and Power of Attorney Sections I and II above, the Assignee has signed this instrument as follows:

Assignee:	SmartyPans Inc.		
Signature:	<i>Rahul Baxi</i>	Date:	06/12/2015
Name:	Rahul Baxi		
Title:	Cofounder and CTO		
Address:	1233 Melville Road, Farmingdale, New York 11735		

Witness or Notarization: Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.			
Signature:		Date:	
Name:			

EXHIBIT A

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke any and all previous powers of attorney given in the Identified Application which is defined above and also identified in the attached statement under 37 CFR 3.73(c).

I hereby appoint the practitioners associated with the following Customer Number:

72742

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (“**USPTO**”) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(c).

Please change the correspondence address for the Identified Application to the address associated with such Customer Number.

Assignee Name:	SmartyPans Inc.
Assignee Address:	1233 Melville Road, Farmingdale, New York 11735

A copy of this form, together with a statement under 37 CFR 3.73(c), is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(c) may be completed by one of the practitioners appointed in this form, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee.

Assignee:	SmartyPans Inc.		
Signature:	<i>Rahul Baxi</i>	Date:	06/12/2015
Name:	Rahul Baxi	Phone:	+1 (650) 276 9757
Title:	Cofounder and CTO	of	SmartyPans Inc.