

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3473438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLAMCASE, LLC	06/04/2015
RECEIVING PARTY DATA	
Name:	INCIPIO TECHNOLOGIES, INC.
Street Address:	6001 OAK CANYON
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92618
PROPERTY NUMBERS Total: 17	
Property Type	Number
PCT Number:	US2011035310
Patent Number:	8573394
Application Number:	14056433
Application Number:	14474586
Application Number:	14474688
Application Number:	61480775
Patent Number:	D722602
Patent Number:	D722057
Application Number:	61844929
Application Number:	61879408
PCT Number:	US2014046329
Application Number:	14329248
Application Number:	29467368
Patent Number:	D723032
Application Number:	29493070
Application Number:	29493073
Application Number:	62098730
CORRESPONDENCE DATA	
Fax Number:	(714)338-2772
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7143382752
Email: swang@manatt.com
Correspondent Name: SHYH-JYE WANG
Address Line 1: 695 TOWN CENTER DRIVE, 14TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	48815-039
NAME OF SUBMITTER:	SHYH-JYE WANG
SIGNATURE:	/Shyh-Jye Wang/
DATE SIGNED:	08/06/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of June 4, 2015, is made by ClamCase, LLC, a Michigan limited liability company located 17029 Kercheval, Suite 3, Grosse Pointe City, Michigan 48230 (“**Seller**”), in favor of Incipio Technologies, Inc., a California corporation located at 6001 Oak Canyon, Irvine, California 92618 (“**Buyer**”). Capitalized terms used but not defined in this IP Assignment shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Buyer, Seller and certain other parties have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and in consideration of the mutual covenants and agreements set forth in this IP Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Seller IP. Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (collectively, the “**Assigned IP**”):

(a) all patents, patent applications, patentable designs and inventions, reissues, reexaminations, continuations, provisionals, revivals, parents, continuations-in-part, divisionals, registrations, requests for continuing examination, and extensions of such patents and patent applications, patents or patent applications (i) to which any and all of the foregoing directly or indirectly claim priority to and/or (ii) for which any or all of the foregoing directly or indirectly form a basis for priority, all related cases (whether pending, issued, abandoned or filed before, on or after the date hereof) and foreign counterparts to any or all of the foregoing, including, without limitation, international patents or applications, utility models, design patents, certificates of invention, all Convention and Treaty Rights of all kinds and equivalent rights worldwide, and the inventions, discoveries and improvements described or claimed in any or all of the foregoing to the extent owned by Seller including, without limitation, those set forth in Schedule 1 hereto (each, a “**Patent**”);

(b) all confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, software, data, compositions and other trade secrets, whether or not patentable that relate to any Patent to the extent owned by Seller;

(c) all trademarks, service marks, trade names, social media handles and user names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Seller, without limitation, those set forth in Schedule 2 hereto;

(d) all copyrights and copyrightable material, and any registrations and copyright applications relating thereto and any issuances, renewals and extensions thereof, including without limitation all rights in and to all works based upon, derived from, or incorporating the underlying work to the extent owned by Seller;

(e) all rights of any kind whatsoever in any internet domain names whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Entity to the extent owned by Seller including, without limitation, those domain names set forth in Schedule 3 hereto;

(f) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default.

2. Recordation and Further Actions.

(a) Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.

(b) Following the date hereof, upon Buyer's request, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Limited Power of Attorney. Seller hereby appoints Buyer as the true and lawful attorney-in-fact of Seller, with full power of substitution, having full right and authority, in the name of Seller to do all such acts and things in relation to the matters set forth in Section 2(a) of this IP Assignment as Buyer shall reasonably deem desirable. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Seller.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment shall be governed by and construed in accordance with the Laws of the State of Michigan (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute) that apply to agreements made and performed entirely within the State of Michigan, without regard to the conflicts of law provisions thereof or of any other jurisdiction.

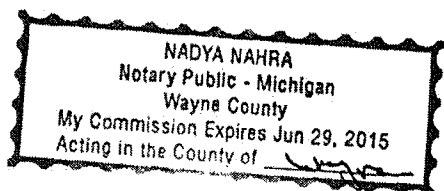
7. Counterparts. This IP Assignment may be executed in any number counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on the date first set forth above.

SELLER:

ClamCase, LLC



By: [Signature]
Name: Anthony Ahee
Title: Managing Member

Address: 17029 Kercheval, Suite 3
Grosse Pointe City, MI 48230

STATE OF MI)
) ss.
COUNTY OF Wayne)

On 6-2-15 before me, Nadya Nahra, personally appeared Anthony Ahee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of MI that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

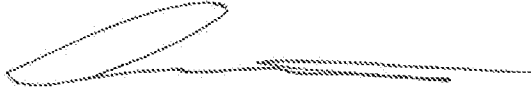
[Signature]
NOTARY PUBLIC

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on the date first set forth above.

BUYER:

Incipio Technologies, Inc.

By: 

Name: Andy Fathollahi

Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

Patents

Title of Invention	Serial / Patent Number	Filing / Issue Date
Electronic device case and method of use	PCT/US2011/035310	Filed – May 5, 2011 Published – November 10, 2011
Electronic Device Case And Method Of Use	U.S. Patent Appl. No. 13/027,740 U.S. Patent No. 8,573,394	Filed – February 15, 2011 Issued – November 05, 2013
Electronic device case and method of use	U.S. Patent Appl. No. 14/056,433	Filed – October 17, 2013 Publication Date – February 6, 2014
Electronic device case and method of use	U.S. Patent Appl. No. 14/474,586 Publ. No. US20140368985	Filed – September 2, 2014 Publication Date – December 18, 2014
Electronic device case and method of use	U.S. Patent Appl. No. 14/474,688 Publ. No. US20140368984	Filed – September 2, 2014 Publication Date – December 18, 2014
Electronic device case and method of use	China Patent Appl. No. CN201180004341 Publ. No. CN102630310	Filed – May 5, 2011 Publication Date – August 8, 2012
Case and Support Mechanism For Receiving A Handheld Device	U.S. Provisional Patent Appl. No. 61/480,775	Filed – April 29, 2011
Keyboard and Support Device	n/a	n/a
Tablet device case	US Design Patent Appl. No. 29/445,839 U.S. Design Patent No. D722602	Filed – February 18, 2013 Issued – February 17, 2015
Tablet device case	US Design Patent Appl. No. 29/445,838 U.S. Design Patent No. D722057	Filed - February 18, 2013 Issued – February 3, 2015
Apparatus And Method For Controller Accessory	U.S. Provisional Patent Appl. No. 61/844,929	Filed – July 11, 2013
Apparatus And Method For Controller Accessory	U.S. Provisional Patent Appl. No. 61/879,408	Filed – September 18, 2013
Apparatus And Method For Controller Accessory	PCT/US14/46329 WIPO Publ. No. WO/2015/006680	Filed – July 11, 2014
Apparatus And Method For Controller Accessory	U.S. Patent Appl. No. 14/329,248 Publication No. 2015-0018101	Filed – July 11, 2014 Published – January 15, 2015
Control and tablet device	U.S. Design Patent Appl. No. 29/467,368	Filed – September 18, 2013
Control And Tablet Device	U.S. Design Patent Appl. No. 29/467,366 U.S. Design Patent No. D723032	Filed – September 18, 2013 Issued – February 24, 2015
Device case (iPad Air)	U.S. Design Patent Appl. No. 29/493,070	Filed – June 5, 2014
Device case (iPad Air)	China Patent Appl. No. 201430502613.6	Filed – June 5, 2014

Title of Invention	Serial / Patent Number	Filing / Issue Date
Device case (iPad Mini)	U.S. Design Patent Appl. No.29/493,073	Filed – June 5, 2014
Device case	U.S. Provisional Patent Appl. No. 62/098,730	Filed – December 30, 2014

SCHEDULE 2

Trademarks

Mark / Country	Class/Goods and Services	Application / Registration Number	Filing / Registration Date
CLAMBOOK (word mark) U.S.	Class 09: accessories and electronic devices for computers and cellular telephones, namely, human input devices for use with touch-screen computers and touch-screen telephones; display screens, namely, flat panel display screens to regenerate images from computers and cellular telephones, and cradles for computers and cellular telephones, namely, stands specially designed for holding computers and cellular telephones	Appl. No. 85/566,300	Filed – March 11, 2012
ICONTROLLER (word mark) U.S.	Class 09: Tablet and Smartphone peripheral devices, namely attachable and detachable hardware specifically used for manipulating the devices	Appl. No. 85958864	Filed – June 13, 2013
INCONTROL (word mark) U.S.	Class 09: Tablet and smartphone device accessories, namely, video gaming and interactive manipulation instruments in the nature of attachable and detachable gamepads	Appl. No. 85969963	Filed – June 25, 2013
GAMECASE (word mark) U.S.	Class 09: Tablet and Smartphone Controllers Specifically Fitted for Controlling and Manipulating the Devices	Appl. No. 86001591	Filed – July 03, 2013
GAMECASE (word mark) WIPO - International Registration	Class 09: Tablet and Smartphone Controllers Specifically Fitted for Controlling and Manipulating the Devices	Appl. No. A0040081 Registration No. 1193367	Registered – December 30, 2013
GAMECASE Michigan DBA	n/a	Assumed Name Reg. No. D42316	Registration Date – September 27, 2013
CLAMCASE (word mark) Australia	Class 09: Accessories and electronic devices for computers and cellular telephones, namely, electronic keyboards for use with touch-screen computers and touch-screen telephones; protective cases for computers and cellular telephones; and computer stands specially designed for holding computers	Application No. 1595082	Filed – October 23, 2013
CLAMCASE (word mark) Canada	Goods: Accessories and electronic devices for computers and cellular telephones, namely, electronic keyboards for use with touch-screen computers and touch-screen telephones; protective cases for computers and cellular telephones; and computer stands specially designed	Application No. 1683713	Filed – July 3, 2014

Mark / Country	Class/Goods and Services	Application / Registration Number	Filing / Registration Date
	for holding computers		
CLAMCASE (word mark) WIPO – International Registration	Class 09: Accessories and electronic devices for computers and cellular telephones, namely, electronic keyboards for use with touch-screen computers and touch-screen telephones; protective cases for computers and cellular telephones; and computer stands specially designed for holding computers.	Appl. No. A0038843 Registration No. 1183957	Filed – October 23, 2013 Registration Date – October 23, 2013
 U.S.	Class 09: Accessories and electronic devices relating to computers and cellular telephones, namely, electronic keyboards for use with touch-screen computers and touch-screen telephones; protective cases for computers and cellular telephones; laptop computers and computer stands specially designed for holding computers Class 35: On-line retail store services featuring electronic keyboards for use with touch-screen computers and touch- screen telephones; protective cases for computers and cellular telephones; laptop computers and computer stands specially designed for holding computers	Appl. No. 86346864 Registration No. 4707582	Filed – July 24, 2014 Registration Date – March 24, 2015
CLAMCASE (word mark) U.S.	Class 09: Accessories and electronic devices for computers and cellular telephones, namely, electronic keyboards for use with touch-screen computers and touch-screen telephones; protective cases for computers and cellular telephones; and computer stands specially designed for holding computers.	Appl. No. 85032024 Registration No. 3949241	Filed – May 6, 2010 Registered – April 19, 2011

SCHEDULE 3

Domain Names

clamcase.com
lapshell.com
goincontrol.com
ipadairkeyboardcase.com
ipadair2keyboard.com
ipadair2keyboardcase.com
ipadmini3keyboard.com
ipadmini3keyboardcase.com
ipadprokeyboardcase.com
clamdock.com
ipadkeyboardcase.com
iphonekeyboardcase.com
ipodkeyboardcase.com