#### 503470200 09/08/2015

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
HANGZHOU SCIENDY TECH LTD., A/K/A HANGZHOU SHENDI ELECTRONICS SCIENCE AND TECHNOLOGY CO LTD.	06/04/2014
XIAOZHONG LING	06/04/2014

### **RECEIVING PARTY DATA**

Name:	DAVID MICHAEL SANDOVAL
Street Address:	5731 MCFADDEN AVENUE
City:	HUNTINGTON BEACH
State/Country:	CALIFORNIA
Postal Code:	92649

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14296292

### CORRESPONDENCE DATA

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SHEPPARD, MULLIN, RICHTER & HAMPTON LLP **Correspondent Name:** 

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ATTORNEY DOCKET NUMBER:	36MB-195876
NAME OF SUBMITTER:	MICHELLE C. KIM
SIGNATURE:	/michelleckim/
DATE SIGNED:	09/08/2015

## **Total Attachments: 5**

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> PATENT REEL: 036513 FRAME: 0505

# ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is made as of June 4, 2014 by and among Hangzhou Sciendy Tech Ltd. ("Sciendy"), a/k/a Hangzhou Shendi Electronics Science and Technology Co Ltd. 杭州申迪电子科技有限公司, a Chinese company located at #899 Fuxing St., Linan, Hangzhou, Zhejiang, China 311300 and Xiaozhong Ling ("Ling"), a/k/a 凌小钟, an employee of Sciendy, collectively, the ASSIGNORS, and David Michael Sandoval ("Sandoval"), president and founder of Industrial Security Solutions ("ISS") and the ASSIGNEE.

#### RECITALS

WHEREAS, Sciendy, Ling, Sandoval, and ISS have been working together in developing and manufacturing certain golf related products (the "Cooperation");

WHEREAS, during the course of the Cooperation, an application for a Chinese utility model patent entitled Novel Intelligent Anti-theft Club Clip 新型智能防盗球杆夹 was filed on June 5, 2013 in the name of Ling as inventor, and assigned Serial No. 201320326376.2, from which a Chinese utility model patent was granted on September 18, 2013, and assigned Patent No. 203342306U (the "Chinese Patent");

WHEREAS, during the course of the Cooperation, Ling and Sandoval have jointly invented a certain invention entitled Anti-theft Device for a Golf Club for which application for Letters Patent in the United States of America was filed on June 4, 2014 and assigned Serial No. 14/296,292 (the "U.S. Patent");

WHEREAS the U.S. Patent identifies Ling and Sandoval as joint inventors and contains a claim of priority to the Chinese Patent;

WHEREAS, Ling may have assigned, by operation of law, or may be under an obligation to assign all right, title and interest, in and to the Chinese Patent and the U.S. Patent to Sciendy;

WHEREAS, Ling desires to assign all right, title and interest that Ling may have in and to the U.S. Patent to Sandoval;

WHEREAS, Sciendy desires to assign all right, title and interest that Sciendy may have in and to the U.S. Patent to Sandoval; and

**WHEREAS**, Sandoval desires to acquire all right, title and interest in and to the U.S. Patent from Sciendy and Ling;

**NOW, THEREFORE**, in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

# 1. Assignment of Intellectual Property.

- (a) Ling and Sciendy each hereby assigns, grants, transfers, conveys, quitclaims, and relinquishes exclusively to Sandoval, his successors, assigns and legal representatives, any and all right, title and interest in and to the U.S. Patent that Ling and Sciendy may have or claim in and to the U.S. Patent, including all divisions, continuations, continuations-in-part, reexaminations, reissues, substitutions, and extensions thereof, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in the United States.
- (b) Ling and Sciendy agree that they will each communicate to Sandoval any facts known to Ling and Sciendy regarding the improvements and inventions covered by the Chinese Patent and the U.S. Patent, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, declarations and generally do everything possible to aid Sandoval, his successors, assigns and nominees, to perfect such right, title and interest in the U.S. Patent, including all divisions, continuations, continuations-in-part, reexaminations, reissues, substitutions, and extensions thereof, and to obtain and enforce proper protection for the U.S. Patent, including all divisions, continuations, continuations-in-part, reexaminations, reissues, substitutions, and extensions thereof, and Ling and Sciendy assert that they will not execute any agreements inconsistent therewith.

# 2. Representations and Warranties.

Ling and Sciendy hereby represent and warrant that:

- (a) Ling and Sciendy have the full power to assign each of their respective right, title and interest, in their entirety, in and to the U.S. Patent;
- (b) Ling and Sciendy do not each have any agreement, license, arrangement, obligation, or understanding, express or implied or by operation of law, with any third party or organization relating to or limiting the ownership of, or right to exercise or transfer, all or any of the U.S. Patent, and the assignment and transfer of rights pursuant to this Agreement will not be in violation of any covenant, agreement or other obligation of Ling or Sciendy;
- (c) Ling and Sciendy have not performed and acts or made any statements, or failed to perform any acts or make any statements, which would adversely affect either the validity or enforceability of the Chinese Patent and the U.S. Patent; and
- (d) Ling and Sciendy are not aware of any pending or threatened litigation, and Ling and Sciendy have no reason to believe there will be any: (i) liens or other encumbrances; (ii) consent or other settlement agreements; (iii) claims of infringement of the intellectual property rights of any third party or challenges to the inventorship, ownership or the validity of the Chinese Patent and the U.S. Patent; or (iv) any administrative proceedings or actions before any government agencies, including China's State Intellectual Property Office and the United States Patent and Trademark Office.

#### Enforcement.

- (a) Sandoval and ISS shall not challenge the enforceability or validity of the Chinese Patent or the ownership or other right of Ling and/or Sciendy pertaining to the Chinese Patent.
- (b) Ling and Sciendy shall not initiate or participate or assist, formally or informally, directly or indirectly, in any challenge, litigation, investigation, reissue, reexamination, cancellation or other opposition in any jurisdiction ("Adverse Proceeding") to the extent such Adverse Proceeding challenges the scope, enforceability, validity, ownership or other right pertaining to the U.S. Patent.
- (c) Upon the request of Sandoval or ISS, Ling and Sciendy shall reasonably cooperate with Sandoval and ISS in any investigation, litigation or other proceeding instituted by Sandoval or ISS relating to the U.S. Patent.
- 4. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
- 5. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California, without regard to principles of conflicts of laws thereunder. Any controversy, conflict or dispute of any nature that arises in connection this Agreement will be subject to the exclusive jurisdictions of the courts in the State of California.
- 6. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures sent by facsimile or other electronic means shall constitute originals.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date and year first written above.

Ling, Xiaozhong 凌小钟

By:	
Name:	- 洛山谷
Title:	



By: Title: Title: Title:

David Michael Sandoval

Hangzhou Sciendy Tech Ltd. 杭州申迪电子科技有限公司

By:	
Name:	
Title:	

**David Michael Sandoval** 

By: David M. Saroum.
Title: