PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
FULLIPS, LLC	09/11/2015

RECEIVING PARTY DATA

Name:	FULLIPS, LLC
Street Address:	170 S GREEN VALLEY PARKWAY
Internal Address:	#353
City:	HENDERSON
State/Country:	NEVADA
Postal Code:	89012

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29510853

CORRESPONDENCE DATA

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

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NAME OF SUBMITTER:	ADAM R. STEPHENSON
SIGNATURE:	/ADAM STEPHENSON/
DATE SIGNED:	09/15/2015

Total Attachments: 4

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> PATENT REEL: 036571 FRAME: 0413

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PATENT ASSIGNMENT

This Assignment is made and executed by FULLIPS, LLC (hereinafter "Assignor"), an Arizona Limited Liability Company having an address of 6412 E. Doubletree Ranch Road, Paradise Valley, AZ 85253, to and in favor of the FULLIPS, LLC, a Nevada Limited Liability Company having an address of 170 S. Green Valley Parkway #353, Henderson, NV 89012 (hereinafter "Assignee"). This assignment is to be effective as of the date of signing set forth below.

Whereas Assignee desires to acquire Assignor's entire right, title and interest in and to the invention(s) and the subject matter described in the United States nonprovisional utility patent application entitled "Lip Suction Device", filed on December 3, 2014 and assigned serial number 29/510,853 (hereinafter the "Patent Application") for the territory of the United States of America (hereinafter "U.S.") and all foreign countries; and whereas Assignor desires to assign Assignor's entire right, title and interest in and to the invention(s) and the subject matter described in the Patent Application for the territory of the U.S. and all foreign countries to Assignee for good and valuable consideration, and whereas Assignee has provided such good and valuable consideration to Assignor, the receipt and sufficiency of which Assignor hereby acknowledges; accordingly, Assignor hereby warrants, covenants, and agrees as follows:

- Assignor hereby sells, assigns, conveys, transfers, and sets over to Assignee, its successors, legal representatives and assigns Assignor's entire right, title and interest in and to: (a) the Patent Application itself; (b) every U.S. patent that has issued or that issues and that is based in whole or in part on the Patent Application or the subject matter thereof, including every non-provisional, divisional, continuation, continuation-in-part, reissue, reexamination, substitution, extension, counterpart and the like; (c) every U.S. patent application, already filed or to be filed, that is based in whole or in part on the Patent Application or the subject matter thereof, including every counterpart, divisional, continuation, continuation-in-part, provisional, non-provisional, reissue, reexamination, extension, substitution and the like; (d) every non-U.S. patent, inventor's certificate, utility model, design and every like property or right that has issued or that issues and that is based in whole or in part on the Patent Application or the subject matter thereof, including every provisional, non-provisional, divisional, continuation, continuation-inpart, substitution and the like; (e) every non-U.S. application for a patent, inventor's certificate, utility model, design or like property or right, filed or to be filed, that is based in whole or in part on the Patent Application or the subject matter thereof, including every divisional, continuation, continuation-in-part, non-provisional, provisional, substitution and the like, and; (f) all priority rights, Convention rights and like benefits in the U.S. and every foreign country related to the Patent Application, the subject matter thereof, or any application or issued or granted property or right described in this section 1, including but not limited to any and all rights under the Paris Convention, the Patent Cooperation Treaty and any other international agreements to which the U.S. adheres.
- 2. Assignor agrees that Assignee may apply for patents, utility models, designs, inventor's certificates and the like, in the U.S. and in all foreign countries, based in whole or in part on the invention(s) or the subject matter described in the Patent Application or any other application or issued or granted property or right described in section 1 above. Assignor hereby grants to

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Assignee the sole and exclusive right to prosecute the Patent Application and every application described in section 1 above as well as any and all opposition proceedings, reissue applications, reexaminations, supplemental examinations, nullity proceedings, invalidity proceedings, pregrant opposition proceedings, and the like. Assignor authorizes all U.S. and foreign governmental bodies, including the U.S. Patent and Trademark Office (hereinafter "USPTO"), having the power and/or authority to issue patents, inventor's certificates, designs, utility models, or the like based in whole or in part on the Patent Application or the subject matter thereof, or any application or issued or granted property or right described in section 1 above, to issue such in the name of Assignee or, as the case may be, Assignee's successors, legal representatives or assigns.

- 3. Assignor grants to Assignee, its successors, legal representatives, and assigns, the right to sue third parties for present and past damages related to the invention(s) and the subject matter described in the Patent Application.
- 4. Assignor warrants and covenants that Assignor has the full and unencumbered right to sell, assign, convey, transfer and set over the interests hereby sold, assigned, conveyed, transferred and set over, and that Assignor has not executed and will not execute any document or instrument in conflict with this Assignment.
- Assignor further covenants and agrees that, upon request and without further consideration, but at the expense of Assignee, Assignor will: (a) assist Assignee in prosecuting the Patent Application and each application described in section 1 above as well as opposition proceedings, reissue applications, reexaminations, supplemental examinations, nullity proceedings, invalidity proceedings, pre-grant opposition proceedings and the like; (b) provide Assignee with information concerning the invention(s) and the subject matter described in the Patent Application and each application and issued or granted property or right described in section 1 above; (c) execute, sign and deliver papers, make all rightful oaths and testify in any legal proceedings related to the Patent Application or any application or issued or granted property or right described in section 1 above; (d) execute additional assignment documents in favor of Assignee, similar to this Assignment, for each application and each issued or granted property or right described in section 1 above, and; (e) perform all other reasonably necessary acts; to enable Assignee to obtain, secure, maintain, protect and enforce all of the rights, title and interest sold, assigned, conveyed, transferred and set over under this Assignment and to file and issue the Patent Application and each application and issued or granted property or right described in section 1 above in the name of Assignee as applicant and owner.
- 6. Assignee may assign any right, title and interest sold, assigned, conveyed, transferred and set over under this Assignment, in whole or in part, to any party.
- 7. All references herein to Assignee include any successors, legal representatives or assigns of Assignee.
- 8. Assignor hereby authorizes and requests any attorney of the law firm of Adam R. Stephenson, LTD., Customer number 93756, to insert, after execution of this Assignment, the

above filing date and application number of the Patent Application and any further information necessary or desirable for purposes of recording this Assignment with the USPTO.

Executed this 11th day of September, 2015 at Henderson, NV (City and State)	by:
FULLIPS, LLC	
Legal Name: Linda Marie Gomez Linda M. Gomez Signature: CEO Title:	
Mailing Address: 170 S. Green Valley PKWy # 353 Henderson, NV 89012	