

## PATENT ASSIGNMENT COVER SHEET

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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NATHAN GREGG BARR	10/27/2015
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<b>Property Type</b>	<b>Number</b>
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<b>DATE SIGNED:</b>	10/29/2015
<b>Total Attachments: 1</b>	
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**ASSIGNMENT OF RIGHTS: PATENT  
PATENT NO. US D707,091**

I, Nathan Gregg Barr ("Assignor") am the owner of an invention known as a "Utility Tool," as described in U.S. Design Patent Number US D707,091, which was filed on March 15, 2013 (the "Patent"). In my capacity as owner of the Patent, I hereby assign all right, title and interest in the Patent to Caffeinate Labs Inc. ("Assignee").

Therefore, for valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee **100%** of his right, title, and interest in the invention and Patent, as well as all rights in any non-provisional, divisional, continuation, in whole or part, or substitute applications claiming priority to the Patent to Assignee for the entire term of any issued patent, reissue, or re-examination that may be granted. In addition, Assignor hereby assigns **100%** of his right, title, and interest in any foreign patent that may issue from foreign applications that are filed claiming priority to the Patent, as well as any divisional, continuation, in whole or part, or substitute applications, filed that claims priority to the Patent.

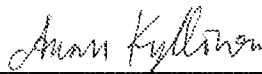
Assignor authorizes the United States Patent and Trademark Office to issue any patents resulting claiming priority to Patent to Assignee according to the percentage interest indicated in this assignment. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees to: (a) cooperate with Assignee in the prosecution of the Patent and foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain any patents claiming priority to the Patent for the invention in any and all countries.

By:

  
\_\_\_\_\_  
Nathan Gregg Barr

Witness:

  
\_\_\_\_\_  
Annu Kyllonen

Date:

October 27, 2015