503546754 10/29/2015

PATENT ASSIGNMENT COVER SHEET

EPAS ID: PAT3593381

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Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AIR PUMP INDUSTRIES, INC.	10/28/2015

RECEIVING PARTY DATA

Name:	AIR PUMP HOLDINGS, LLC
Street Address:	P.O. BOX 280
City:	HERMOSA BEACH
State/Country:	CALIFORNIA
Postal Code:	90254

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	7094004
Patent Number:	7690538
Patent Number:	8353644

CORRESPONDENCE DATA

Fax Number: (805)322-4469

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.

Phone: 949-250-5800

Email: justin_sanders@one3ip.com **Correspondent Name:** ONE3 IP MANAGEMENT, P.C.

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ATTORNEY DOCKET NUMBER:	3IPAP1.0000
NAME OF SUBMITTER:	JUSTIN G. SANDERS
SIGNATURE:	/Justin G. Sanders/
DATE SIGNED:	10/29/2015

Total Attachments: 3

source=Assignment for US 7094004, 7303362, 8353644 and 7690538 (executed)#page1.tif source=Assignment for US 7094004, 7303362, 8353644 and 7690538 (executed)#page2.tif source=Assignment for US 7094004, 7303362, 8353644 and 7690538 (executed)#page3.tif

PATENT 503546754 REEL: 036917 FRAME: 0910

ASSIGNMENT

WHEREAS Air Pump Industries, Inc., a legal entity duly organized and existing under and by the laws of the State of California and having an address at 23822 Lagarto, Mission Viejo, California 92691 (hereafter, together with any successors, legal representatives, or assigns thereof, "ASSIGNOR"), owned rights in, to and under the U.S. and foreign patents and patent applications listed in the attached APPENDIX (hereafter the "Patent Rights");

WHEREAS, Air Pump Holdings, LLC, a limited liability company duly organized and existing under and by the laws of the State of California and having an address at P.O. Box 280, Hermosa Beach, California 90254 (hereafter, together with any successors, legal representatives, or assigns thereof, "ASSIGNEE"), acquired the Patent Rights owned by ASSIGNOR under the terms of a sale agreement;

AND WHEREAS, ASSIGNOR and ASSIGNEE desire to have a recordable instrument formalizing the transfer of the Patent Rights owned by ASSIGNOR to ASSIGNEE;

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer, convey, endorse, and hereby set over unto ASSIGNEE the full and exclusive right, title and interest in, to and under the Patent Rights to be held and enjoyed by ASSIGNEE, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment and sale not been made including the full and exclusive right, title and interest in, to and under 1) any patent application, or any other legal instrument equivalent thereof, including, without limitation, continuation, division, continuation-in-part, substitute, reexamination, renewal, inventor's certificate, and utility model, which has been or may be submitted therefor and thereon anywhere in the World, such term defined herein as including the United States of America, its territorial possessions, and any and all foreign countries under national laws or under the provisions of the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, or any other international treaty equivalent thereof; 2) any Letters Patent, or any other legal instrument equivalent thereof, which has been or may be granted therefor and thereon, in the World, for the full term or terms for which the same may be granted; 3) any reissue, extension, or any other legal instrument equivalent thereof, on any patent application or Letters Patent which has been or may be granted therefor and thereon in the World; and 4) any right to claim priority to a filing date, or any other legal equivalent thereof, which has been or may be claimed by any patent application or Letters Patent therefor and thereon in the World.

ASSIGNOR hereby covenants and agrees to perform any lawful action when deemed essential by and to ASSIGNEE's full enjoyment, protection, enforcement and title in, to and under the Patent Rights hereby transferred, including, but not limited to, promptly communicating and providing any and all known and accessible facts, data or any other pertinent information; promptly executing and delivering any and all papers, documents, forms, declarations, oaths, affidavits or any other legal instrument; promptly assisting and participating in any and all depositions, hearings, proceedings, trials, appeals, or any other legal procedure; promptly testifying under oath in any and all interference, post grant review, litigation or any other administrative or judicial proceeding; and promptly completing any and all actions necessary or desirable to carry out any and all purposes thereof, relating to any and all proceedings in connection with the submission, procurement, issuance, maintenance, enforcement or defense of the Patent Rights hereby transferred.

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IN TESTIMONY WHEREOF, I hereunder sot my hand this 28 day of OCTOBER 2015, see a duly authorized representative of ASSIGNOR.

ASSIGNOR

Richard Dunlop President

ASSIGNEE

Michael Noien President

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APPENDIX PATENT RIGHTS: PATENTS AND PATENT APPLICATIONS

Country / Region	Patent No.	Issue Date
US	7,094,004	August 22, 2006
US	7,303,362	December 4, 2007
US	7,690,538	April 6, 2010
US	8,353,644	January 15, 2013

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PATENT REEL: 036917 FRAME: 0913