

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3743307

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
T. PIKE BARKERDING	01/10/2014
ROBERT HENRY POST	01/10/2014
RECEIVING PARTY DATA	
Name:	SMARTPAK, LLC
Street Address:	106 METAIRIE LAWN DRIVE, SUITE 200
Internal Address:	C/O DANN SCHWARTZ
City:	METAIRIE
State/Country:	LOUISIANA
Postal Code:	70001
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14583387
CORRESPONDENCE DATA	
Fax Number:	(888)698-7563
<i>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.</i>	
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Address Line 4:	MOBILE, ALABAMA 36602
ATTORNEY DOCKET NUMBER:	171.2-100
NAME OF SUBMITTER:	J. HUNTER ADAMS
SIGNATURE:	/J. Hunter Adams/
DATE SIGNED:	02/17/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 2	
source=Executed Assignment - Pike Barkerding.4812-2789-5575.1#page1.tif	
source=Executed Assignment - Pike Barkerding.4812-2789-5575.1#page2.tif	

ASSIGNMENT

WHEREAS, we, T. Pike Barkerding and Robert Henry Post, residents of the State of Louisiana ("we", "us" or "INVENTORS"), have invented certain improvements in beverage carriers, and the methods of making the same, set forth in a provisional patent application filed with the United States Patent and Trademark Office (the "USPTO"), including, without limitation, the provisional patent application 61/921,404, filed December 27, 2013 (said provisional patent application, the "Filed Application"); and, WHEREAS, SmartPak LLC, (a limited liability company existing and organized under the laws of the State of Louisiana) ("ASSIGNEE"), is desirous of acquiring all right, title and interest in and to, and perfecting all of its right, title and interest in and to, all of said improvements and said Filed Application.

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged for all purposes, we, by these presents, do forever, absolutely, unconditionally and irrevocably assign, convey, deliver and transfer unto said ASSIGNEE, its successors, legal representatives, heirs and assigns, the full, complete and exclusive right, title, claim and interest in the United States of America and all foreign countries (including, for the avoidance of doubt, under all treaties (including, without limitation, the International Convention for the Protection of Industrial Property), unions, conventions and other like arrangements, whether or not the United States of America is a party thereto (collectively, "Foreign Treaties")) to all of the following:

- (1) said inventions as described in the specification of said Filed Application, as well as any one or more non-provisional or other patent applications later filed with the USPTO, in any foreign country or under any Foreign Treaties, claiming priority to, or otherwise the benefit of, said Filed Application (and we hereby authorize ASSIGNEE and its attorneys to record, when known, the serial number and filing date of said later-filed non-provisional or other patent applications on the reverse hereof) as well as to all improvements, betterments, enhancements, innovations, adaptations, modifications and changes to, or related to, said inventions (collectively, the "Inventions");
- (2) said provisional and other applications (including, without limitation, said Filed Application as well as any patent applications, now existing or later filed, on or for said Inventions);
- (3) all Letters Patent in the United States and all foreign countries (including, without limitation, under Foreign Treaties) which may be granted, allowed, registered or otherwise issued on said Inventions;
- (4) all substitutions, divisions, continued prosecution applications, continuations and continuations-in-part or other extensions, reconductions or renewals of said applications (including, without limitation, said Filed Application) or reissues, reexaminations, renewals or extensions of said Letters Patent;
- (5) for the avoidance of doubt, all priority rights associated with said provisional and other applications (including, without limitation, said Filed Application and any applications, now existing or later filed, on or for said inventions), all priority rights associated with said Letters Patent, and all other rights to secure Letters Patent for or on said Inventions; and,
- (6) for the avoidance of doubt, any and all causes of action or other claims (whether in law, equity or otherwise) for, as well as the right to sue, claim, counterclaim and recover for, whether now known or later discovered, all past, present and future infringement, trespass or other violation of the following: (a) any and all rights of, to or arising under said Inventions, said applications (including, without limitation, said Filed Application) and said Letters Patent; and, (b) any and all other rights, title, claims or interests assigned, or to be assigned, under, or by the terms of, this instrument;

(collectively, subparts (1) through (6), inclusive, the "Property"); said Property to be held, prosecuted and enjoyed by ASSIGNEE, for its own use and behoof and for its legal representatives, successors, heirs and assigns, to the full end of the term for which Letters Patent are granted, and any extensions, renewals, reconductions or other maintenance thereof, as fully and entirely as the same would have been held by us had this assignment and transfer not been made; and, we, *in solido*, hereby covenant, represent, warrant and agree that, at the time of execution and delivery of this instrument: (a) neither of us has previously assigned, sold, transferred, exchanged, conveyed, abandoned, mortgaged, hypothecated, pledged, liened, granted a security interest in, licensed, gifted, donated, bequeathed, alienated, disposed or otherwise encumbered to any third party all or any right, title, claim or interest whatsoever in or to said Property; (b) this assignment, transfer and conveyance is free and clear of all Liens and claims whatsoever; (c) we (collectively and individually) have good and full right and lawful power and authority to assign, transfer and convey the same in the manner herein set forth; and (d) we (collectively and individually) are not now, and shall not hereafter become, a party to any contract, agreement, commitment, obligation or other undertaking in any way whatsoever inconsistent or in conflict with this instrument. The term "Lien" means lien, assessment, charge, mortgage, hypothecation, license, security interest, pledge or other encumbrance or adverse right whatsoever; and "Lien" also includes any court (or other tribunal) judgment, order or decree whatsoever.

Without any additional consideration, we, *in solido*, hereby covenant and agree as follows: (1) that our sole, exclusive, entire, only and complete right and remedy against ASSIGNEE for any claim whatsoever arising out of this Assignment (including, without limitation, any claim for lack of cause or consideration) shall be an action for monies due to INVENTORS; and, for the avoidance of doubt, INVENTORS shall never have any right or remedy for any of (and INVENTORS expressly waive and release any right or remedy for each and all of the following: (a) rescission, dissolution, cancellation, voiding, termination, nullification, reversion, or other unwinding of this Assignment; and (b) any injunctive or equitable relief, or any other remedy whatsoever which would, or could potentially, result in INVENTOR or their heirs, legatees, or successors having or otherwise possessing any right, title, claim or interest whatsoever to any of the Property; (2) that each of us will, whenever requested by, or by the counsel of, ASSIGNEE or by, or by the counsel of, its successors, legal representatives, heirs or assigns, in connection with any proceeding anywhere in the world with or involving said Property (including, without limitation, interference, infringement or invalidity proceedings, or any proceedings regarding any division, continued prosecution application, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent), sign all applications, instruments, assignments and other papers and documents, take and give all lawful oaths and declarations, testify, and do all acts necessary or required to be done for the filing, application, prosecution, procurement, maintenance, renewal, reexamination, reissue, extension, enforcement, preservation and defense of said Property, without charge to us, our successors, legal representatives, heirs and assigns, but at the cost and expense of ASSIGNEE, its successors, legal representatives, heirs and assigns; and we hereby request the Commissioner of Patents (and the like authority in all foreign countries or under Foreign Treaties) to issue, grant and register said Letters Patent of, for and on the Property to ASSIGNEE as the whole and sole assignee thereof; and, (3) that this Assignment constitutes the entire agreement between INVENTORS and ASSIGNEE relating to its subject matter, and cancels and supersedes any prior proposals, agreements, contracts, or commitments of or relating to the subject matter of this Assignment; and INVENTORS agree that no rights, remedies, or defenses available to ASSIGNEE under this Assignment shall be denied to ASSIGNEE based on the terms of any other agreement currently or hereafter entered into between one or more of INVENTORS and ASSIGNEE; and INVENTORS agree that no rights, remedies, or defenses available to ASSIGNEE under any other agreement currently or hereafter entered into between INVENTORS and ASSIGNEE shall be denied to ASSIGNEE based on the terms of this Agreement. As used in this instrument, the term "Letters Patent," in addition to its general meaning, also means and includes any patent, invention certificate, invention registration or grant of industrial property right; and, the term "Letters Patent" also includes any other patent, letter or grant intended to protect rights to inventions issued by the United States of America, any foreign country or by or under any Foreign Treaties. We, *in solido*, represent and warrant that we (collectively and individually) have not sought to, and will not seek to, (and have not assisted, and will not assist, a third party to) challenge, contest, or otherwise invalidate any of said Property. We, *in solido*, represent and warrant that, to our knowledge: (i) INVENTORS are the true and sole inventors of the Inventions, (ii) said Inventions were not known or used before our conception and reduction to practice of said Inventions, (iii) said Inventions are not the subject of any pending patent applications of any type owned by a third party, were not previously patented and are not described in any publication in any country, (iv) there is no conduct or activity that would lead to, or contribute to, any of said Property being declared invalid or unenforceable, (v) that we have responded, and will continue to respond, fully and accurately to all inquiries by ASSIGNEE and to counsel who prepared, filed, or prosecuted said Filed Application, and that any and all disclosures to others of part or all of the Inventions (including all printed publications and presentations) have been disclosed to ASSIGNEE and to counsel who prepared, filed, or prosecuted said Filed Application, and (vi) the marital status of each of the INVENTORS has not changed since the filing date of the Filed Application. Our covenants, obligations and other undertakings under, and arising under, this instrument shall, without notice to us (collectively or individually) and without our giving or providing any other or further consent, run with and be an appurtenance to said Property; and, shall so run and be an appurtenance without any need or requirement to reference or incorporate this instrument in any assignment or otherwise transfer of said Property. This instrument may be executed in counterparts; and the counterparts shall, collectively, be deemed one instrument.

[SIGNATURE BLOCK ON REVERSE]

Additional Assigned Patents and Patent Applications

Pat. No. or Pat. App. No.

Pat. No. or Pat. App. No.

Pat. No. or Pat. App. No.

7238110/2014
T. Pike Barkerding Date

STATE OF LOUISIANA, PARISH OF Orleans

On this 10 day of Jan, 2014, before me personally appeared T. Pike Barkerding, who executed the foregoing instrument before me and the below signed witnesses.

[Signature]
Notary Public
(My Commission Expires _____)

ian C. Barras
Notary Public
Bar # 30854
Commission is for life.

Witnesses:
[Signature]
Witness Signature
CARL STOCKFLETH
Witness Name

[Signature]
Witness Signature
J. Miller III
Witness Name

[Signature] 1/10/2014
Robert Henry Post Date

STATE OF LOUISIANA, PARISH OF Orleans

On this 10 day of Jan, 2014, before me personally appeared Robert Henry Post, who executed the foregoing instrument before me and the below signed witnesses.

[Signature]
Notary Public
(My Commission Expires _____)

ian C. Barras
Notary Public
Bar # 30854
Commission is for life.

Witnesses:
[Signature]
Witness Signature
CARL STOCKFLETH
Witness Name

[Signature]
Witness Signature
J. Miller III
Witness Name