503719378 03/03/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3766019

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
KEVIN TROUDT	12/04/2012

RECEIVING PARTY DATA

Name:	TRUE PROGRESSION LLC
Street Address:	2409 S.E. 185TH AVENUE
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97233

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14093686

CORRESPONDENCE DATA

Fax Number: (978)582-9022

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: 978-582-5550

loufranco@comcast.net Email: Correspondent Name: LOUIS J. FRANCO Address Line 1: 250 ARBOR STREET

Address Line 4: LUNENBURG, MASSACHUSETTS 01462

ATTORNEY DOCKET NUMBER:	2013-1101.NONPROV
NAME OF SUBMITTER:	LOUIS J. FRANCO
SIGNATURE:	/Louis J. Franco/
DATE SIGNED:	03/03/2016

Total Attachments: 3

source=2013-1101.nonprov Assignment from K Troudt to True Progression eFiled at USPTO Mar 3 2016#page1.tif source=2013-1101.nonprov Assignment from K Troudt to True Progression eFiled at USPTO Mar 3 2016#page2.tif source=2013-1101.nonprov Assignment from K Troudt to True Progression eFiled at USPTO Mar 3 2016#page3.tif

PATENT REEL: 037879 FRAME: 0684 503719378

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment of Intellectual Property"), is made and entered into as of December 4, 2012, between Kevin Troudt, an individual ("Assignor") and True Progression LLC an Oregon limited liability company ("Assignee").

RECITALS

- A. Assignor has agreed to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Intellectual Property.
- B. Assignee is an Oregon limited liability company, and Assignor is a member of Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), the mutual agreements of the parties set forth in the Purchase Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, and upon the terms set forth herein, agree as follows:

- 1. Assignment. The Assignor does hereby irrevocably assign, sell, transfer and set over to Assignee, its successors and assigns, exclusively for the North American and United States markets, Assignor's entire right, title and interest in, to and under the Intellectual Property as described on Exhibit A hereto (the "Assigned Intellectual Property"), including any and all causes of action and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present, or future infringements or dilutions. The parties specifically agree that the Assignor has retained all rights under this Agreement to market any and all of the products identified in the Agreement in any market existing throughout the world other than North America and the United States.
- 2. <u>Successors and Assigns.</u> All of the terms and provisions of this Assignment of Intellectual Property shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.
- 3. <u>Further Assurances.</u> Assignor shall execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be reasonably necessary, or otherwise reasonably requested by Assignee, to vest in Assignee the Assigned Intellectual Property.
- 4. Governing Law. This Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Oregon, as applied to agreements entirely between residents of the State of Oregon and to be performed exclusively within the State of Oregon.
- 5. Miscellaneous. This Assignment of Intellectual Property may be executed in separate counterparts, including facsimile or other electronic counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts, each shall constitute but one and the same instrument. The section headings contained herein are for convenience only and shall not be construed as part of this Assignment of Intellectual Property. This Assignment of Intellectual Property shall be binding upon and inure solely to the benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Assignment of Intellectual Property.

1 - ASSIGNMENT OF INTELLECTUAL PROPERTY

PATENT REEL: 037879 FRAME: 0685 IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be duly executed on the date first above written.

My commission expires: Oct. 31, 2015

	ASSIGNOR:
	By: Kerm Troudt Name: KEVIN TROUDT
	ASSIGNEE:
	Name: Massa Farias Title: Manager
	ACKNOWLEDGMENT
STATE OF <u>Ovegon</u>) COUNTY OF <u>Multnomah</u>)	
This instrument was acknowledged Maria Farias, as Mana entity.	day of <u>Pleember</u> , 2012 by of <u>True Progression LLC</u> on behalf of such
OFFICIAL S EMILY M WO NOTARY PUBLIC COMMISSION N MY COMMISSION EXPIRES OCTO	OOTON OF COMMUNICATION

2 - ASSIGNMENT OF INTELLECTUAL PROPERTY

Exhibit A

- 1. Adjustable paint roller handle and tray system ("Chroma system") and related products;
- 2. Assignor's copyrightable works related to the Chroma system and related products whether registered or unregistered; all of Assignor's moral rights associated with the copyrighted and copyrightable works; all of Assignor's copyright, moral rights, and/or sui generis rights in Assignor's data and associated informational content related to the Chroma system;
- 3. Patents: all patents (including provisional patents and patent applications to the extent Assignor owns such application(s) and the claims contained therein result in an issued patent, patent licenses, and any past, present and future reissues, renewals, extensions, substitutions, divisionals, continuations, or foreign counterpart applications pertaining thereto, disclosures that have not yet resulted in a filed patent application, and other proprietary information, notebooks, processes, and plans associated with the Chroma system;
- Trademarks: all trademarks, service marks, trade names (including common law, registered, licenses, trademark consents, applications, and goodwill pertaining thereto) related to or associated with the Chroma system.
- 5. All other intellectual property related to the Chroma system not specifically listed on this Exhibit A.

3 - ASSIGNMENT OF INTELLECTUAL PROPERTY

RECORDED: 03/03/2016

PATENT REEL: 037879 FRAME: 0687