503720457 03/03/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3767098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CLINTON MERLE BUNCH	09/08/2014

RECEIVING PARTY DATA

Name:	DROPOUT CABINET FIXTURES, LLC	
Street Address:	16860 JOLEEN WAY, #3	
City:	MORGAN HILL	
State/Country:	CALIFORNIA	
Postal Code:	95037	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	15042016	

CORRESPONDENCE DATA

Fax Number: (619)696-7124

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: 6196966700

Email: ipdocket@gordonrees.com
Correspondent Name: GORDON & REES LLP

Address Line 1: 101 WEST BROADWAY, SUITE 1600

Address Line 2: REID E. DAMMANN

Address Line 4: SAN DIEGO, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	DCFIX-1114638
NAME OF SUBMITTER:	REID E. DAMMANN
SIGNATURE:	/REID E. DAMMANN/
DATE SIGNED:	03/03/2016

Total Attachments: 6

source=Assignment_1114638#page1.tif source=Assignment_1114638#page2.tif source=Assignment_1114638#page3.tif source=Assignment_1114638#page4.tif source=Assignment_1114638#page5.tif

PATENT 503720457 REEL: 037885 FRAME: 0573

source=Assignment_1114638#page6.tif

PATENT REEL: 037885 FRAME: 0574

PATENT AND PATENT APPLICATION ASSIGNMENT

THIS PATENT AND PATENT APPLICATION ASSIGNMENT (hereinafter "Assignment") is made effective as of 9-8-20/4 from Clinton Merle Bunch, inventor, of Morgan Hill, California (hereinafter "Assignor") to Dropout Cabinet Fixtures LLC, a California limited liability company (hereinafter "Assignee"), with offices at 16860 Joleen Way #3 Morgan Hill, California 95037, collectively "Parties."

WHEREAS, Assignor is the owner of subject matter disclosed in a provisional patent application filed in the United States Patent and Trademark Office ("USPTO"), Serial No. 61/685,915, with a filing date of March 27, 2012; a non-provisional patent application claiming priority to Serial No. 61/685,915, given Serial No. 13/590,387, with a filing date of August 21, 2012, now United States Patent No. 8,777,338; a non-provisional patent application claiming priority to Serial Nos. 61/685,915 and 13/590,387, given Serial No. 14/291,414; a Patent Cooperation Treaty ("PCT") patent application claiming priority to Serial No. 61/685,915, filed in World Intellectual Property Organization ("WIPO"), given Serial No. PCT/US13/33908, with a filing date of March 26, 2013 (hereinafter the "Applications"), the complete description of which are attached hereto as Exhibit "A" and incorporated by reference herein.

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Applications as well as all continuing applications, other international applications and continuing application equivalents resulting there from.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, both parties agree as follows:

1. <u>Transfer of Applications</u>. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Applications, together with all income, royalties, and damages hereafter due or payable to Assignor with respect to the Applications, including without limitation, damages, and payments for past or future infringements and misappropriations of the Applications; and all rights to sue for past, present and future infringements or misappropriations of the Applications.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Applications.

2. Representations and Warranties. The Assignor hereby represents as follows: The Assignor has the right, power and authority to enter into this agreement; the Assignor has the exclusive ownership of all right title and interest in the Applications. The Applications are free of any liens, security interests, encumbrances, assignments or licenses. The Assignor shall not execute any writing or do any act whatsoever conflicting with this Assignment. Once this Assignment has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution; and the Assignor will not engage in any action that will be detrimental to the validity of the

907746.1

PATENT REEL: 037885 FRAME: 0575 Applications (Patents when granted) after the completion of this Assignment. Assignor further warrants that the subject matter disclosed in the Applications does not infringe any third party patents or other intellectual property.

- 3. <u>Authorization and Request</u>. Assignor authorizes and requests that the Commissioner of Patents and Trademarks, or foreign equivalent thereof, to record this Assignment.
- 4. <u>Fees and Costs.</u> Each Party shall be responsible for its own costs, attorneys' fees, and all other expenses in connection with the matters referred to in this Assignment, except as otherwise set forth herein. In the event of a breach of any term or provision of this Assignment, and/or the filing of a legal or arbitration proceeding in connection with the enforcement or interpretation of any provision of this Assignment, the prevailing party shall, in addition to any other remedies available to such Party, be entitled to reasonable attorneys' fees and costs, including reasonable expert witness fees and costs, from the losing party.
- 5. <u>Effective Date and Term</u>. This Assignment has been duly executed by authorized representatives of both parties as of the date first set forth above and shall be effective simultaneously.
- 6. <u>Dispute Resolution</u>. Any controversy or claim arising out of or relating to this Assignment or the breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator shall be binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be filed and conducted at the office of the AAA closest to the Company's head office where this Agreement was signed, and shall be conducted in English by one arbitrator mutually acceptable to the parties selected in accordance with AAA Rules.
- 7. <u>Indemnification</u>. Assignor shall defend, indemnify and hold Assignee harmless from and against any third party claim of infringement relating to the operation or the use of the subject matter disclosed in the Applications. Assignor agrees to pay all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) incurred by Assignee in connection with any claim of infringement. In the event an injunction is sought or obtained against Assignee's use of the subject matter disclosed in the Applications as a result of any such infringement claim, Assignor must and at its own expense (i) procure for Assignee the right to continue using the subject matter disclosed in the Application or(ii) provide Assignee with a modified, non-infringing version of the subject matter disclosed in the Applications, provided the modifications do not materially affect the functionality or performance of the subject matter or Assignee's rights under this Agreement.
- 8. <u>Applicable Law.</u> The validity, interpretation and implementation of this Assignment shall be governed by the laws of the State of California.
- 9. <u>Amendment and Supplement</u>. Any amendment and supplement of this Assignment shall come into force only after a written agreement is signed by both Parties. The amendment

907746.1

and supplement duly executed by both Parties shall be part of this Assignment and shall have the same legal effect as this Assignment.

- 10. <u>Severability</u>. Any provision of this Assignment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Assignment invalid or unenforceable in any other jurisdiction.
- 11. <u>Construction</u>. The Parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Assignment.
- 12. <u>Voluntary Execution of Assignment</u>. This Assignment is executed voluntarily and without any duress or undue influence on the part of or on behalf of any of the Parties hereto, with the full intent of releasing all claims. The Parties acknowledge that:
 - a. They have read this Assignment;
 - b. They have been represented in the preparation, negotiation, and execution of this Assignment by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
 - c. They understand the terms and consequences of this Assignment and of the releases it contains; and
 - d. They are fully aware of the legal and binding effect of this Assignment.
- 13. <u>Fees and Costs.</u> Each Party shall be responsible for its own costs, attorneys' fees, and all other expenses in connection with the matters referred to in this Assignment, except as otherwise set forth herein. In the event of a breach of any term or provision of this Assignment, and/or the filing or a legal or arbitration proceeding in connection with the enforcement or interpretation of any provision of this Assignment, the prevailing party shall, in addition to any other remedies available to such Party, be entitled to reasonable attorneys' fees and costs, including reasonable expert witness fees and costs, from the losing party.
- 14. <u>Counterpart.</u> This Assignment may be signed by the parties in counterpart as if executed in a single unitary document.

907746.1

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

Assignor" "Assignee"		
CLINTON MERLE BUNCH	DROPOUT CABINET FIXTURES, LLC	
By: Classic	Ву:	
Its: /WENTOR	Its: PROSIDENT	
ACKNO	WLEDGEMENT	
State of) ss. County of)		
me (or proved to me on the basis of satisfa is/are subscribed to the within instrument the same in his/her/their authorized capac	, Notary Public in and for the eared, personally known to actory evidence) to be the person(s) whose name(s) and acknowledged to me that he/she/they executed sity(ies), and that by his/her/their signature(s) on the bon behalf of which the person acted, executed the	
WITNESS my hand and official seal.		
	(Seal)	
Signature	_ ()	

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of Santa Clana	•
On <u>Dalos 2014</u> before me, Ar	CEUA A - ESTUESTA NOTALY PUBLIC (Here insert name and title of the officer)
personally appeared — CLINTON A	LERLE BUNCH -
who proved to me on the basis of satisfactory the within instrument and acknowledged to me capacity(ies), and that by his/her/their signature which the person(s) acted, executed the instrument.	evidence to be the person(s) whose name(s) is/are subscribed to e that he/she/they executed the same in his/her/their authorize e(s) on the instrument the person(s), or the entity upon behalf onent.
I certify under PENALTY OF PERJURY under is true and correct.	r the laws of the State of California that the foregoing paragrap
WITNESS my hand and official seal.	ARCELIA A. ESTOESTA COMM. #2068266 Z Notary Public - California
Signature of Notary Public	(Notary Seal) Santa Clara County My Comm. Expires June 10, 2018
	My Comm. Expires June 10, 2018
	(Notary Seal) Notary Seal Notary
DESCRIPTION OF THE ATTACHED DOCUMENT (Title or description of attached document) And On tune A wigner mine	(Notary Seal) OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something a document so long as the

PATENT REEL: 037885 FRAME: 0579

Securely attach this document to the signed document

EXHIBIT A

APPLICATIONS	SERIAL NUMBER	PUBLICATION NO.	U.S. PATENT NO.	DESIGNATED COUNTRY
Provisional	61/685,915			United States
Non-Provisional	13/590,387	US 20130257242	8,777,338	United States
Non-Provisional	14/291,414			United States
PCT Application	PCT/US13/33908	WO/2013/148705		All Designated States

907746.1

PATENT REEL: 037885 FRAME: 0580

RECORDED: 03/03/2016