

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3776227

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL A. MARKS	03/04/2016
RECEIVING PARTY DATA	
Name:	CRESCENT CREATIVE PRODUCTS, LLC.
Street Address:	2063 FOSTER AVEUNE
City:	WHEELING
State/Country:	ILLINOIS
Postal Code:	60090
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9237819
Patent Number:	8864095
Patent Number:	9038982
Application Number:	14996477
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	312-832-4500
Email:	ipdocketing@foley.com, dkong@foley.com
Correspondent Name:	FOLEY & LARDNER LLP
Address Line 1:	3000 K STREET NW
Address Line 2:	SUITE 600
Address Line 4:	WASHINGTON, D.C. 20007
ATTORNEY DOCKET NUMBER:	102813-0114
NAME OF SUBMITTER:	MARSHALL J BROWN
SIGNATURE:	/marshall j brown/
DATE SIGNED:	03/09/2016
Total Attachments: 6	
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PATENT

REEL: 037936 FRAME: 0111

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT is made on the 4 day of March, 2016 by and between Michael A. Marks, an individual having an address 10 North Main Street, Naperville, Illinois, 60540, United States of America (hereinafter "ASSIGNOR") and Crescent Creative Products, LLC, a limited liability company organized under the laws of the State of Illinois, having its principal place of business at 2063 Foster Avenue, Wheeling, Illinois 60090 (hereinafter "ASSIGNEE"). ASSIGNOR and ASSIGNEE are referred to herein collectively as the "PARTIES."

RECITALS

A. ASSIGNOR is the owner of the entire right, title and interest in and to the patents and patent applications listed on Schedule A (hereinafter "PATENTS");

B. The Patents have been exclusively licensed to Innovative Tools, Inc. ("INNOVATIVE") and have been deemed by Assignor and Innovative as an asset of Innovative, but legal title has been held in Assignor's name;

C. INNOVATIVE and ASSIGNEE are contemporaneously herewith executing that certain Asset Purchase Agreement ("APA"), pursuant to which ASSIGNEE is purchasing the Patents, among other assets, and obligating INNOVATIVE to cause ASSIGNOR to assign the legal and equitable title to the Patents to ASSIGNEE as provided herein;

D. ASSIGNOR acknowledges that he is personally and materially benefitted by the transactions evidenced by the APA; and

C. ASSIGNEE is desirous of acquiring any and all rights that ASSIGNOR may have in and to the PATENTS along with the right to recover damages and lost profits from infringements thereof from this date and hereafter as required by the APA.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES, intending to be legally bound, agree as follows:

1. ASSIGNOR agrees to and hereby does sell, transfer, convey and assign to ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to the inventions relating to the PATENTS, as well as in and to (a) all improvements and modifications of the PATENTS, (b) the PATENTS and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris

Convention and any other international agreement; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

2. ASSIGNOR hereby authorizes ASSIGNEE to file patent applications in any or all countries on the PATENTS in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

3. ASSIGNOR hereby authorizes and requests the Commissioner for Patents to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

4. ASSIGNOR hereby agrees (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

5. ASSIGNOR hereby represents and warrants that ASSIGNOR has the sole, full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

6. ASSIGNOR hereby represents and warrants that the Patents constitute a complete and accurate list of all the patents (pending and registered) and trademarks used by INNOVATIVE in connection with the Hang It Perfect product and business being purchased by ASSIGNEE pursuant to the APA. All the Patents are owned exclusively by ASSIGNOR. Neither ASSIGNOR or INNOVATIVE has received any written notice or claim from any person challenging the right of ASSIGNOR and/or INNOVATIVE to use any of the Patents. Neither ASSIGNOR nor INNOVATIVE have made any claim in writing alleging a violation, infringement, misuse or misappropriation by any third party (including any employee or former employee of Sellers) of their rights to, or in connection with any Patents. The registrable Patents owned by ASSIGNOR have been duly registered in, filed in or issued by the United States Patent and Trademark Office ("USPTO"), and registration, filing and issuance remains in full force and effect as of Closing; provided, however, that the applications of certain Patents are still pending approval by the USPTO, but no objections have been filed to such pending applications. No right or license has been granted to any third party by either ASSIGNOR or INNOVATIVE in any of

the Patents. Any license granted in the Patents to INNOVATIVE is hereby terminated. The Patents do not infringe upon the intellectual property rights of any third party.

7. ASSIGNOR hereby grants to the law firm of Foley & Lardner LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

8. ASSIGNOR understands and agrees that the attorneys and agents of the law firm of Foley & Lardner LLP do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

9. This Agreement shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and permitted assigns.

10. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

11. None of the provisions of this Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by all PARTIES, or in the case of a waiver, by the PARTY against whom the waiver is to be effective.

12. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the ASSIGNOR and ASSIGNEE as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(Signature pages follow)

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR

Michael A. Marks



State of ILLINOIS

County of DUPAGE

On 03/04/2016, before me,

GRAZYNA KOLENDA - Notary Public

Date

Here insert Name and Title of the Officer (Notary Public)

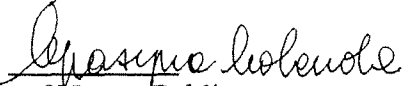
personally appeared Michael A. Marks

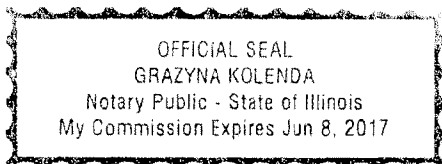
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/their executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public

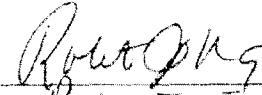


Place Notary Seal Above

ASSIGNEE

Crescent Creative Products, LLC

By: Potomac Corporation, its manager

By: 
Name: Robert J. King
Title: VP & CFO

State of Illinois
County of Cook

On March 4, 2014, before me,

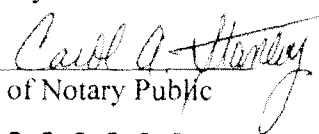
Carol A Stanley
Date Here insert Name and Title of the Officer (Notary Public)

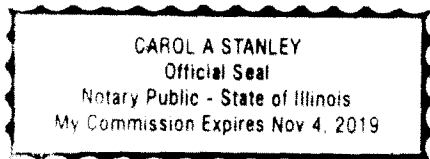
personally appeared Robert J. King
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/their executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public



Place Notary Seal Above

SCHEDULE A
SCHEDULE OF PATENTS

Patent/Application Number	Title	Issue/Filing Date
U.S. Patent No. 9,237,819	DEVICE FOR HANGING OBJECTS	January 19, 2016
U.S. Patent No. 8,864,095	DEVICE FOR HANGING A FRAME ON A VERTICAL WALL	October 21, 2014
U.S. Patent No. 9,038,982	DEVICE FOR HANGING A FRAME ON A VERTICAL WALL	May 26, 2015
U.S. Patent Application No. 61/712,603	DEVICE FOR HANGING OBJECTS	October 11, 2012
U.S. Patent Application No. 14/996,477	DEVICE FOR HANGING OBJECTS	January 15, 2016