503738437 03/15/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3785080

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SEAN MCLAUGHLIN	03/04/2016

RECEIVING PARTY DATA

Name:	GREAT BIG COLOR, INC.
Street Address:	6340 E 58TH AVE UNIT A
City:	COMMERCE CITY
State/Country:	COLORADO
Postal Code:	80022-3980

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14604699

CORRESPONDENCE DATA

Fax Number: (202)842-7899

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: 202-842-7800

Email: rlopez@cooley.com, zPatDCDocketing@cooley.com

Correspondent Name: COOLEY LLP

Address Line 1: 1299 PENNSYLVNIA AVENUE, NW, SUITE 700

Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER: 326719-101/RLOPEZ	
NAME OF SUBMITTER:	ANDREW HARLINE
SIGNATURE:	/Andrew Harline/
DATE SIGNED:	03/15/2016

Total Attachments: 4

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PATENT 503738437 REEL: 037990 FRAME: 0850

PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the "Agreement") is executed made and entered into as of March 4, 2016 (the "Effective Date"), by and between **GREAT BIG COLOR, INC.**, a Colorado corporation ("Company"); and **SEAN MCLAUGHLIN**, an individual ("Founder").

- 1. **Assignment**. Founder hereby irrevocably and unconditionally assigns to Company, to the fullest extent permitted by law, free and clear of liens, all right, title, and interest worldwide in, to and those patents set forth on Exhibit A (the "Assigned Patents") all intellectual property rights thereto, which includes, without limitation: (a) the Assigned Patents and any patents and patent applications (i) to which any of the Assigned Patents directly or indirectly claims priority, (ii) for which the any of the Assigned Patents directly or indirectly forms a basis for priority, or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Assigned Patents; (b) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any Assigned Patents; (c) all rights of any kind whatsoever of Founder accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; (e) all related rights of priority and protection of interests of any of the foregoing; and (f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Further Assurances. From time to time following the Effective Date, Founder shall, at Company's request and expense, execute and deliver such documents and other papers and perform any other actions as may be required to carry into effect and perfect the assignment and transfer in this Agreement or to enable Company to obtain the full benefits of this Agreement.
- **Registration**. Founder authorizes the Commissioner for Patents and any other governmental officials to record and register this Agreement upon the request of Company.
- **4. Consideration.** Within thirty (30) days of the Effective Date, Company shall pay to Founder an amount in cash equal to one hundred dollars (\$100) in consideration of this Agreement. All taxes shall be the financial responsibility of the party obligated to pay such taxes as determined by the applicable law and neither party is or shall be liable at any time for any of the other party's taxes incurred in connection with or related to amounts paid under this Agreement.
- 5. Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Colorado, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Founder expressly consents to personal jurisdiction and venue in the state and federal courts for the county in which Company's principal place of business is located for any lawsuit filed there against Founder by Company arising from or related to this Agreement.
- 6. Miscellaneous. This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous proposals, arrangements or understandings made between the parties with respect to such subject matter. This Agreement may be modified or amended only by a written agreement executed by both parties. This Agreement will be binding upon and inure to the benefit of each party and its successors and assigns. Founder may not assign any of its rights or delegate any of its obligations under this Agreement without Company's prior written consent; any attempted assignment or delegation in violation of the foregoing will be null and void. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any

PATENT REEL: 037990 FRAME: 0851 provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

7. Counterparts. This Agreement may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument.

[signature page follows]

PATENT REEL: 037990 FRAME: 0852

FOUNDER:	COMPANY:
	GREAT BIG COLOR, INC.
	By: Charting Mah
(Signature)	(Signature)
Name: Sean McLaughlin	By: Christian Mahame: (Signature) Name: Christian Malaugh lin Title: Owner
	Title: Owner
	LIGA SUSAN VINCENT CANDO
	LISA SUSAN VINCENT SANDRO NOTARY PUBLIC
6 alamato	STATE OF COLORADO NOTARY ID 20144035929 MY COMMISSION EXPIRES SEPTEMBER 15, 2018
STATE OF Colorado) COUNTY OF Adams) ss.	
On this $\frac{4^{-1}}{Date}$ day of March, 2016, t	pefore me, Lisa Soncito Name and Title of the Notary
personally appeared <u>Sean McLau</u> g	ghlin of Signer(s)
proved to me on the basis of satisfac	tory evidence to the person(s) whose name(s) is/are
ubscribed to the within instrument and his/her/their authorized consoits/	and acknowledged to me that he/she/they executed the san
he person(s), or the entity upon behavior	es), and that by his/her/their signature(s) on the instrumentalf of which the person(s) acted, executed the instrument.
	Λ .
he foregoing paragraph is true and c	
	WITNESS my hand and official seal.
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	12 / Dal)
	Signature of Notary Public

[Signature Page to Patent Assignment Agreement]

Exhibit A Patents

PENDING PATENT APPLICATIONS

Title of the Invention	Application Number	Application Date
"A canvas having a border capable of being transformed into a frame or shadowbox"	14/604,699	1/24/2015

PATENT REEL: 037990 FRAME: 0854

RECORDED: 03/15/2016