

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3790262

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMAS JAMES PHILPOTT	07/01/2015
MICHAEL STARKEY	03/16/2016
RECEIVING PARTY DATA	
Name:	H & M INNOVATIONS, LLC
Street Address:	2420 S 17TH ST STE G
City:	WILMINGTON
State/Country:	NORTH CAROLINA
Postal Code:	28401-7908
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14679903
PCT Number:	US1524402
CORRESPONDENCE DATA	
Fax Number:	(877)248-5100
<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:	877-248-5100
Email:	uspto@ti-law.com
Correspondent Name:	TILLMAN WRIGHT, PLLC
Address Line 1:	PO BOX 49309
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28277-0076
ATTORNEY DOCKET NUMBER:	1151.044 .045
NAME OF SUBMITTER:	CHAD D TILLMAN
SIGNATURE:	/CHAD D TILLMAN/
DATE SIGNED:	03/18/2016
Total Attachments: 8	
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ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

Thomas James PHILPOTT
1200 Blueberry Lane
Charlotte, NC 28226

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (each hereinafter an "Invention" and collectively the "Inventions"), for a full description of which reference is here made to the following patent property:

Application No.: 61/975,698
Filed on: April 4, 2014

Application No.: PCT/US15/24402
Filed on: April 4, 2015

Application No.: 14/679,903
Filed on: April 6, 2015

(each hereinafter a "Patent Property" and collectively the "Patent Properties");

WHEREAS,

H & M INNOVATIONS, LLC
2420 S 17TH ST STE G
WILMINGTON, NC 28401-7908

(hereinafter "Assignee") is desirous of acquiring all rights, title, and interests in, to, and under the Inventions and the Patent Property, and in, to, and under any and all patents that have been or may be obtained for each of the Inventions, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee, *ab initio*, any and all past, present and future right, title, and interest in, to and under:

- * The Inventions;
- * The right and authorization to file any application for any one or more of the Inventions;
- * Any and all applications for patent for any of the Inventions that may be or have been filed in any and all countries, including the Patent Property;
- * Any and all patents that may be or have been obtained for any of the Inventions in any and all countries;
- * Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
- * Any application claiming priority to any of the foregoing;
- * Any application from which any of the foregoing claims priority; and

- * Any past or present right or cause of action arising with respect to any of the foregoing, including any right to sue for patent infringement, and any copyright in any embodiment of an invention and any derivative right thereof, (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby acknowledges that any and all Invention Rights related to any invention were at least under obligations of assignment to Assignee at least as early as the time of conception of the invention; that any and all Invention Rights related to any invention already may have been assigned to Assignee, and that this "Assignment of Invention Rights" (hereinafter "Assignment") is being duly executed for at least the purposes of public recordation with the USPTO of Assignee's rights, title, and interests in the Invention Rights.

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee in connection herewith.

Effective with respect to each invention at least as early as the time of conception of each such invention, Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority and the right to file for patent.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, and nominees of Assignee, without further written or oral authorization from Assignor.

Assignor further hereby represents and warrants that Assignor is an original inventor of the invention; and Assignor has reviewed and understood the contents of the Patent Property.

Finally, Assignor hereby authorizes and requests the Director of the United States Patent & Trademark Office to issue any patent included within the Invention Rights to Assignee.

This Assignment is governed by and shall be construed in accordance with the laws of North Carolina.

[Signature Pages Follow]

This the 1st day of July, 2015.

Assignor  (Signature)

Thomas James Philpott (Printed Name)

Witness #1  Signature

IVAN CARLOS PEREZ
Witness #1 Name (print)

3927 ARMITAGE DR
Witness #1 Address Line 1

CHARLOTTE, NC 28269
Witness #1 Address Line 2

Witness #2  Signature

ROBERT WARREN
Witness #2 Name (print)

7200 RIDGE LANE RD.
Witness #2 Address Line 1

CHARLOTTE, NC 28262
Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of _____)

County of _____)

United States of America

On this _____ day of _____,

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

(person appearing before notary)

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the assignment of the Invention Rights as set forth above.

This the 15th day of November, 2015.

By: H & M Innovations, LLC (Assignee)
[Signature] (Signature)
Robert Sean Henke (Printed Name)
Manager (Representative Title)

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

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_____(person appearing before notary)

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

Michael Morgan STARKEY
formerly having an address of
4315 Brookfield Drive
Charlotte, NC 28210

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (each hereinafter an "Invention" and collectively the "Inventions"), for a full description of which reference is here made to the following patent property:

Application No.: 61/975,698
Filed on: April 4, 2014

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(each hereinafter a "Patent Property" and collectively the "Patent Properties");

WHEREAS,

H & M INNOVATIONS, LLC
2420 S 17TH ST STE G
WILMINGTON, NC 28401-7908

(hereinafter "Assignee") is desirous of acquiring all rights, title, and interests in, to, and under the Inventions and the Patent Property, and in, to, and under any and all patents that have been or may be obtained for each of the Inventions, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee, *ab initio*, any and all past, present and future right, title, and interest in, to and under:

- The Inventions;
- The right and authorization to file any application for any one or more of the Inventions;
- Any and all applications for patent for any of the inventions that may be or have been filed in any and all countries, including the Patent Property;
- Any and all patents that may be or have been obtained for any of the Inventions in any and all countries;
- Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
- Any application claiming priority to any of the foregoing;
- Any application from which any of the foregoing claims priority; and

- * Any past or present right or cause of action arising with respect to any of the foregoing, including any right to sue for patent infringement, and any copyright in any embodiment of an Invention and any derivative right thereof, (hereinafter collectively "Invention Rights").

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Effective with respect to each Invention at least as early as the time of conception of each such Invention, Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

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Assignor further hereby represents and warrants that Assignor is an original inventor of the Invention; and Assignor has reviewed and understood the contents of the Patent Property.

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This Assignment is governed by and shall be construed in accordance with the laws of North Carolina.

[Signature Pages Follow]

This the 16th day of March, 2016.

Assignor [Signature] (Signature)

Michael Starkey (Printed Name)

[Signature]
Witness #1 Signature

JODIE SCHMIDT

Witness #1 Name (print)

3501 Sandy Lake Rd

Witness #1 Address Line 1

RAVENNA, OH 44266

Witness #1 Address Line 2

[Signature]
Witness #2 Signature

R.P. Richards

Witness #2 Name (print)

429 Needham Ave.

Witness #2 Address Line 1

Kent, OH 44240

Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of _____)

County of _____)

United States of America

On this _____ day of _____, _____,

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

_____ (person appearing before notary)

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the assignment of the Invention Rights as set forth above.

This the 15th day of November, 2015.

By: H & M Innovations, LLC (Assignee)
[Signature] (Signature)
Robert Sean Henke (Printed Name)
Manager (Representative Title)

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

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County of _____)

United States of America

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_____(person appearing before notary)

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(Notary Seal)