# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3880285

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DAVID MANLEY	05/16/2016

### **RECEIVING PARTY DATA**

Name:	TERRENCE TREMAYNE
Street Address:	46 ALMA ROAD, ST KILDA
City:	VICTORIA
State/Country:	AUSTRALIA
Postal Code:	3182
Name:	KRZYSZTOS MASTALERZ
Name: Street Address:	KRZYSZTOS MASTALERZ 36 SANDY STREET, NUNAWADING,
Street Address:	36 SANDY STREET, NUNAWADING,

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29565177

#### **CORRESPONDENCE DATA**

**Fax Number:** (801)797-8659

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:866-273-0388Email:dok@jpwebb.us

Correspondent Name: JP WEBB

Address Line 1: 1204 W SOUTH JORDAN PKWY, STE B2,

Address Line 4: SOUTH JORDAN, UTAH 84095

ATTORNEY DOCKET NUMBER:	J0205T2DP
NAME OF SUBMITTER:	JASON P. WEBB
SIGNATURE:	/Jason P. Webb/
DATE SIGNED:	05/19/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

PATENT 503833637 REEL: 038644 FRAME: 0988

# **Total Attachments: 4** source=J0205t2DPASSIGMENT#page1.tif source=J0205t2DPASSIGMENT#page2.tif

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# PATENT ASSIGNMENT

This Patent Assignment is effective as of 16 May 2016 [DATE] and is entered into freely by and between **David Manley** ("Assignor 1"), an individual; (Assignor 1 is referred to herein as "Assignor" and "Assignors") and **Terrence Tremayne** ("Assignee1"), an individual and **Krzysztof Mastalerz** ("Assignee2"), an individual. The Assignors and the Assignee may be referred to collectively as the "Parties."

WHEREAS, Assignor(s) has created certain new and useful improvements associated with "A PREFORM FOR A BOTTLE CLOSURE" ((referred to herein as the "Property" and described herein) and (i) has registered or (ii) has applied for the registration of patent(s) on the Property, which patent(s) and/or application(s) for patent(s) are recorded under Attorney Docket No. J0205t2DP in the records of JP Webb; it is the Assignors' intention to assign, transfer, convey, and grant all rights, title, and entire interest in the Property described below to Assignee; Assignee wishes to acquire the entirety of Assignors' right, title, and interest in the Property; and Assignors and Assignee are duly authorized and capable of entering into this assignment.

NOW, THEREFORE, the Parties agree as follows:

- 1. ASSIGNMENT. Assignor does hereby irrevocably and exclusively assign, transfer, convey, and grant to Assignee, within the Scope of this Assignment, the entire right, title, and interest in and to the Property and application, including any and all Patent Registrations granted on any division, continuation, continuation-in-part, reissue of said application, and the like, including any and all Letters Patent, and all rights under the International Convention for the Protection of Industrial Property as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.
- 2. Scope of this Assignment. The Scope of this Assignment is the world.
- CONSIDERATION. In consideration for the assignment set forth in Section 1, Assignee shall pay
  Assignor the sum of \$1 and other valuable consideration, the receipt and sufficiency of which
  are hereby acknowledged.
- 4. Representations and Warranties. Assignor represents and warrants to Assignee: Assignor has the right, power and authority to enter into this Agreement; Assignor is the exclusive and legal owner of all right, title and interest, including all intellectual property rights, in the Property as described in Attachment A; The Property does not infringe the rights of any person or entity; There are no claims, pending or threatened, with respect to Assignor's rights in the Property; This Agreement is valid, binding and enforceable in accordance with its terms; and Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- 5. Necessary Acts by Assignee. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out provisions of this Agreement.

- 6. Necessary Acts by Assignor. Assignor hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) for the described Property, including additional documents that may be required to affirm the rights of Assignee in and to said Property, all without further consideration. Assignor also agrees, without further consideration and at Assignee's expense, to identify and communicate to Assignee, at Assignee's request, documents and information concerning the Property that are within Assignor's possession or control, and to provide further assurances and testimony on behalf of Assignee that lawfully may be required of Assignor in respect to the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this Agreement.
- 7. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent referred to above to Assignee, as the Assignee of the entire right, title and interest in and to the same, for Assignee's sole use; and for the use of Assignee's legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made. Where this document is signed before the filing of an application associated with the Property, Assignor and Assignee each agree to permit the law firm filing this assignment document to write in the application number(s) and/or filing date(s) associated with the Property after the signing of this Patent Assignment.
- 8. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Assignment, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
- 9. Amendment. This Agreement may be amended only by a writing signed by both parties.
- 10. Severability. Should any term, provision, covenant or condition of this Agreement, or application thereof to any person, place or circumstance, be held by a court of competent jurisdiction to be invalid, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 11. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Utah. The Parties to this Agreement agree to the personal jurisdiction of the State of Utah.
- 12. This Agreement may be executed in counterparts, with all counterparts together constituting one and the same instrument. This Agreement may also be delivered by facsimile copy and such facsimile copy shall be deemed to be an original copy.

Executed and Agreed to by:

Yeal Buole	Printed Name	Sjënatijje		pate signed
Assignor 1	David Manley	Wa	erd Manley	16/5/2016

J. Vesigneegen per	BijhtediNamer	Signature	Date Signed 25
Assignee1	Terrence Tremayne	There	11-MAY.28 16
Assignee2	Krzysztof Mastalerz	K. Mastal	11.05.2016

## The Property Description:

US Design Patent for: "A PREFORM FOR A BOTTLE CLOSURE"

Matter ID № : **J0205t2DP Application №**: 29/565,177 **Filing Date** : 5/18/2016

Claims priority on Australian Application №: 201516269 Filed (Day/Month/Year filed) 19/11/2015

/Jason P. Webb/

Jason P. Webb
Attorney of Record
Date: 05/19/2016

PATENT REEL: 038644 FRAME: 0993

**RECORDED: 05/19/2016**