

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3894659

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MATTHEW HOSKINS	03/21/2016
ROBERT SMITH	03/21/2016
MAZAMA DESIGNS, LLC	03/21/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TSI MANUFACTURING, LLC
<b>Street Address:</b>	2700 NE 4TH ST., SUITE 200
<b>City:</b>	BEND
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97701
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15090441
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(503)595-5301
<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>	
<b>Phone:</b>	5035955300
<b>Email:</b>	tamara.daw@klarquist.com
<b>Correspondent Name:</b>	KLARQUIST SPARKMAN, LLP
<b>Address Line 1:</b>	121 S.W. SALMON STREET, 16TH FLOOR
<b>Address Line 2:</b>	ONE WORLD TRADE CENTER
<b>Address Line 4:</b>	PORTLAND, OREGON 97204
<b>ATTORNEY DOCKET NUMBER:</b>	8054-91779-03
<b>NAME OF SUBMITTER:</b>	SANDON M. DUNCAN
<b>SIGNATURE:</b>	/Sandon M. Duncan/
<b>DATE SIGNED:</b>	05/31/2016
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("**Assignment**") is entered into on March 21, 2016, by and between Matthew Hoskins and Robert Smith (sometimes referred to herein as the "**Inventors**"), Mazama Designs LLC, an Oregon limited liability company ("**Mazama**") and TSI Manufacturing, LLC, an Oregon limited liability company ("**TSI**").

### **RECITALS**

WHEREAS, TSI and Mazama entered into a License Agreement dated January 15, 2015 (the "**License Agreement**") and a Patent Assignment dated January 15, 2015 (the "**2015 Assignment**"); and

WHEREAS, in accord with the License Agreement and the 2015 Assignment, the Inventors and Mazama desire to assign to TSI, and confirm all previous assignment to TSI, all of the Inventors' and Mazama's rights, title and interest in and to (a) all patents of the United States or of any other country or jurisdiction, all registrations and recordings thereof and all applications for patents of the United States or of any other country or jurisdiction, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or territory thereof or any other country or jurisdiction, and (b) all reissues, continuations, divisionals, continuations-in-part, applications or patents claiming priority to any such patents or applications, or any extensions of such patents or applications, that constitute Intellectual Property, including without limitation, the patents and applications listed on EXHIBIT A attached hereto and incorporated herein (collectively, the "**Patents**"), and any applications and patents filed after the execution of this Agreement in accord with the License Agreement.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Inventors and Mazama hereby agree as follows:

1. **Grant.** The Inventors and Mazama hereby confirm that pursuant to the License Agreement and the 2015 Assignment, all of the Inventors' and Mazama's rights, titles and interests in and to the Patents that were filed on or before January 15, 2015, were sold, transferred, conveyed, assigned and delivered to TSI on January 15, 2015, and are to be held by TSI for TSI's own use and enjoyment, and for the use and enjoyment of TSI's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Inventors and Mazama if this Assignment and the 2015 Assignment had not been made; together with all claims for damages by reason of past infringements of the Patents, along with the right to sue for and collect such damages for the use and benefit of TSI and TSI's successors, assigns and other legal representatives.

Furthermore, the Inventors and Mazama hereby confirm that pursuant to the License Agreement and the 2015 Assignment, all of the Inventors' and Mazama's rights, titles and interests in and to the Patents that were filed after January 15, 2015, and on or before the date of execution of this Assignment, were sold, transferred, conveyed, assigned and delivered to TSI as

of their respective filing dates, and are to be held by TSI for TSI's own use and enjoyment, and for the use and enjoyment of TSI's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Inventors and Mazama if this Assignment and the 2015 Assignment had not been made; together with all claims for damages by reason of past infringements of the Patents, along with the right to sue for and collect such damages for the use and benefit of TSI and TSI's successors, assigns and other legal representatives.

Furthermore, pursuant to the License Agreement and the 2015 Assignment, the Inventors and Mazama do hereby agree to sell, transfer, convey, assign and deliver to TSI all of the Inventors' and Mazama's rights, title and interest in and to (a) all new patent applications filed after the date of execution of this Agreement, whether filed in the United States or of any other country or jurisdiction, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or territory thereof or any other country or jurisdiction, and (b) all reissues, continuations, divisionals, continuations-in-part, applications or patents claiming priority to any such patents or applications, or any extensions of such patents or applications, filed after the date of execution of this Agreement and under the terms of the License Agreement, the same to be held by TSI for TSI's own use and enjoyment, and for the use and enjoyment of TSI's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Inventors and Mazama if this Assignment and the 2015 Assignment had not been made; together with all claims for damages by reason of past infringements of the Patents, along with the right to sue for and collect such damages for the use and benefit of TSI and TSI's successors, assigns and other legal representatives.

2. **Representations and Warranties of the Parties.** Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment.

3. **Further Assurances.** Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above Grant, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Patents, other patents and applications, and related rights in TSI.

4. **Recording of Assignment.** The Inventors and Mazama hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications, to issue the same to TSI and TSI's successors, assigns and other legal representatives in accordance with the terms of this instrument.

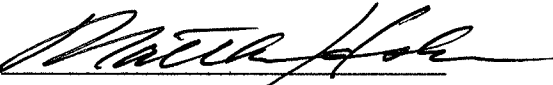
5. **License Agreement.** This Assignment is executed and delivered pursuant to the License Agreement.

6. **Counterparts.** This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

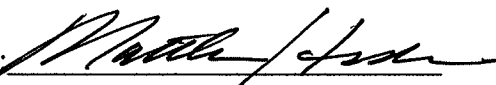
IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**Inventor:**

**Mazama Designs, LLC**, an Oregon limited liability company

By: 

Name: Matthew Hoskins

By: 

Name: Matthew Hoskins  
Title: President

**Inventor:**


**TSI Manufacturing, LLC**, an Oregon limited liability company

By: 

Name: Robert Smith

By: 

Name: Robert Smith  
Title: ~~President~~

Manager 

**EXHIBIT A**

<u>Title of Application</u>	<u>U.S. App. No.</u>	<u>Filing Date</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
SQUIRT SPORTS DRINK BOTTLE	61/743,505	09/06/2012	n/a	n/a
DRINK BOTTLE AND CAP ASSEMBLY	14/020,680	09/06/2013	9,079,205	07/14/2015
MULTI-CHAMBER FLUID CONTAINERS	61/878,412	09/16/2013	n/a	n/a
CLOSURES FOR BLADDERS	61/885,099	10/01/2013	n/a	n/a
VALVE FOR DRINKING CONTAINER	61/900,582	11/06/2013	n/a	n/a
MULTI-POSITION VALVES	61/927,865	01/15/2014	n/a	n/a
BOTTLE (DESIGN)	29/479,880	01/21/2014	D722,503	02/17/2015
MULTI-CHAMBER FLUID CONTAINERS	14/250,747	04/11/2014	9,210,990	12/15/2015
CLOSURES FOR BLADDERS	14/473,899	08/29/2014		
VALVE FOR DRINKING CONTAINER	14/533,990	11/05/2014		
BOTTLE CAPS WITH MULTI-POSITION VALVES	62/086,014	12/01/2014	n/a	n/a
MULTI-POSITION VALVES	14/598,021	01/15/2015		
ARTICULATING CLOSURE FOR FLEXIBLE CONTAINERS	62/115,570	02/12/2015	n/a	n/a
KINK VALVES	62/176,877	03/02/2015	n/a	n/a
BOTTLE (DESIGN)	29/522,888	04/03/2015		
RESERVOIR-MOUNTED HANDLES	62/152,242	04/24/2015	n/a	n/a
ARTICULATING CLOSURE FOR FLEXIBLE CONTAINERS	62/154,956	04/30/2015	n/a	n/a
FILL THRU CAP WITH HANDLE	62/160,184	05/12/2015	n/a	n/a
MULTI-DRINK BOTTLES	62/170,395	06/03/2015	n/a	n/a
TOP FILL BLADDERS WITH HANDLES	62/172,416	06/08/2105	n/a	n/a
DUAL OPENING CAPS FOR BLADDERS	62/172,967	06/09/2015	n/a	n/a
MULTI-CHAMBER BLADDERS WITH TOP FILL CLOSURE	62/186,847	06/30/2015	n/a	n/a
SHAPED HYDRATION RESERVOIR	62/211,609	08/28/2015	n/a	n/a
RESERVOIRS WITH SHAPED, CONNECTED, AND HINGED SPOUTS	62/252,100	11/06/2015	n/a	n/a
FILM RESERVOIR WITH TOP SPOUT	62/254,545	11/12/2015	n/a	n/a
RESERVOIRS WITH SHAPED, CONNECTED, AND HINGED SPOUTS	62/258,818	11/23/2015	n/a	n/a
BOTTLE CAPS WITH MULTI-POSITION VALVES	14/956,195	12/01/2015		
ARTICULATING CLOSURE FOR FLEXIBLE CONTAINERS	15/016,968	02/05/2016		
KINK VALVE ASSEMBLIES	15/058,889	03/02/2016		

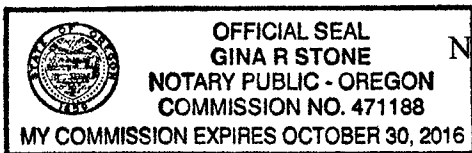
**Acknowledgement by Notary Public**

State of OREGON

County of DESCHUTES

On this 21st day of MARCH, 2016, before me, the undersigned Notary Public, personally appeared Matthew Hoskins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:



Signature: [Handwritten Signature]  
Name: Gina R. Stone  
Notary Public

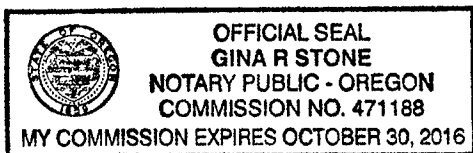
**Acknowledgement by Notary Public**

State of OREGON

County of DESCHUTES

On this 21st day of MARCH, 2016, before me, the undersigned Notary Public, personally appeared Robert Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:



Signature: [Handwritten Signature]  
Name: Gina R. Stone  
Notary Public