

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3928937

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DANIEL JOHN WRAY	06/17/2016
RICHARD RAYMOND HUTH III	06/17/2016
RECEIVING PARTY DATA	
Name:	PRO PERFORMANCE SPORTS, LLC
Street Address:	2081 FARADAY AVENUE
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29568813
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>	
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Email:	docket@torreypineslaw.com
Correspondent Name:	JONATHAN A. MUENKEL
Address Line 1:	12636 HIGH BLUFF DRIVE, SUITE 400
Address Line 2:	TORREY PINES LAW GROUP, P.C.
Address Line 4:	SAN DIEGO, CALIFORNIA 92130
ATTORNEY DOCKET NUMBER:	37-00035
NAME OF SUBMITTER:	KRISTEN LEMME
SIGNATURE:	/Kristen Lemme/
DATE SIGNED:	06/21/2016
Total Attachments: 8	
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United States Patent Application

COMBINED DECLARATION AND ASSIGNMENT

Title of Invention:
BOTTLE WITH THERAPEUTIC SLEEVE

DECLARATION

As a below named and undersigned inventor, I hereby declare that:

(a) This declaration is directed to:

☒ the application attached hereto.

☐ United States or PCT or PCT international application number _____ filed on

_____.

(b) The above-identified application was made or authorized to be made by me.

(c) I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I have reviewed and understand the contents of the application, including the claims, and I acknowledge the duty to disclose all information which is material to the patentability of this application as defined in 37 C.F.R. § 1.56 (attached hereto).

ASSIGNMENT

WHEREAS, the undersigned inventor ("Inventor") has developed certain inventions ("Inventions") described in the above U.S. patent application, and has full right to convey his or her entire interest, both legal and equitable, in and to said Inventions free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, Pro Performance Sports, LLC ("ASSIGNEE"), an entity organized and existing under the laws of the state of Delaware, and having a place of business at 2081 Faraday Avenue, Carlsbad, California 92008, is desirous of acquiring the entire right, title, and interest in and to the Inventions and any and all patents to be obtained therefore;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Inventor, the Inventor hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, his or her entire right, title and interest in and to the Inventions as described in the above application and all applications resulting therefrom, including any and all conversions, divisions, continuations, continuations-in-part, substitute applications, and reissues or extensions thereof; and all resulting patents in any jurisdiction worldwide; along with all rights of priority and rights to sue for past infringement.

AND the Inventor hereby authorizes and requests the issuing authority to issue any and all patents issuing from any of the forgoing to the ASSIGNEE or its successors and assigns.

AND the Inventor agrees that ASSIGNEE's counsel, Torrey Pines Law Group, P.C. having Patent Office Customer Number 125618, shall hereinafter act on behalf of the ASSIGNEE with respect to the Inventions.

AND, the Inventor further agrees, without any further payment or compensation by the ASSIGNEE or its successors and assigns, to communicate to the ASSIGNEE, its representatives or agents or its successors and assigns, any facts relating to the Inventions including evidence for interference purposes or for other legal proceedings whenever requested; to testify in any interference or other legal proceedings, whenever requested; to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and to generally do everything possible to aid the ASSIGNEE, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for the Inventions in this or any foreign country.

The Inventor hereby authorizes the attorneys and agents associated with Patent Office Customer Number 125618 to insert hereon any further information necessary or desirable for recordation of this document.


Attorney Docket No.: 37-00035
Serial No.: Not yet assigned
Filing Date: Concurrently herewith

Page 3 of 4
Combined Declaration and Assignment

I accept and agree to the terms of the ASSIGNMENT above.

I hereby acknowledge that any willful false statement made in the DECLARATION above is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Full Legal Name of inventor: Daniel John Wray
Residence: Cardiff, California

Signature:  Date: 6/17/2016
Daniel John Wray

§ 1.56 Duty to disclose information material to patentability.

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is canceled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is canceled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

- (1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or
- (2) It refutes, or is inconsistent with, a position the applicant takes in:
 - (i) Opposing an argument of unpatentability relied on by the Office, or
 - (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

- (1) Each inventor named in the application;
- (2) Each attorney or agent who prepares or prosecutes the application; and
- (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

(e) In any continuation-in-part application, the duty under this section includes the duty to disclose to the Office all information known to the person to be material to patentability, as defined in paragraph (b) of this section, which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

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Full Legal Name of inventor: Richard Raymond Huth III
Residence: Encinitas, California

Signature: Richard Raymond Huth III Date: 6/17/16
Richard Raymond Huth III

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