

07/29/2016



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RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

STEPHEN M. SOUTHWICK

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 21, 2016

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

2. Name and address of receiving party(ies)

Name: SMS UNLIMITED, LLC.

Internal Address:

Street Address: 1142 RIVERGATE DRIVE

NO. 22

City: LODI

State: CALIFORNIA

Country: US

Zip: 95240

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

14999988

B. Patent No.(s)

YET TO BE ASSIGNED.

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: GEORGE G. GRIGEL

Internal Address: RANDALL | DANSKIN PS  
SUITE 1500

Street Address: 601 WEST RIVERSIDE

City: SPOKANE

State: WASHINGTON Zip: 99201

Phone Number: 509.747.2052

Docket Number: 37916.0002

Email Address: GGG@RANDALLDANSKIN.COM

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

07/25/2016 CCHAU1 00333042 14999988  
Deposit Account Number 04 FC:8021 40.00 UP

Authorized User Name

9. Signature:

Signature

July 22, 2016

Date

GEORGE G. GRIGEL REG. NO. 31, 166

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

## **ASSIGNMENT**

### **PARTIES TO THE ASSIGNMENT:**

#### **INVENTOR:**

STEPHEN M. SOUTHWICK

#### **ASSIGNEE:**

SMS UNLIMITED, LLC.  
1142 RIVERGATE DRIVE  
NO. 22  
LODI, CALIFORNIA 95240

### **BACKGROUND OF THIS ASSIGNMENT:**

Inventor has conceived a certain new and useful invention disclosed in a United States patent application titled **CherryTree, 'SMS16-CA 2014-16'**.

SMS UNLIMITED, LLC. (hereinafter referred to as "ASSIGNEE") desires to acquire the entire right, title and interest in said invention and with respect to any Letters Patent that may be granted with respect to the invention in both the United States and in all foreign countries.

### **THE PARTIES AGREE AS FOLLOWS:**

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, INVENTOR has sold, assigned and transferred to ASSIGNEE the full and exclusive right to said invention in the United States and in all foreign countries.

INVENTOR does hereby sell, assign and transfer to ASSIGNEE the entire right, title and interest in the above-identified invention and application and to any reissues,

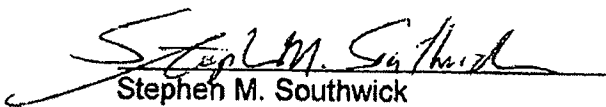
renewals, divisions or continuations of the application thereof, and hereby authorizes the Commissioner of Patents and Trademarks to issue such Letters Patent to ASSIGNEE for the sole use of ASSIGNEE, its successors or assigns.

INVENTOR further agrees to execute, at the request and expense of ASSIGNEE, such other formal documents as may be required to fully convey the interest transferred herein and will similarly execute any patent application papers (foreign or domestic) required for the filing of any divisional, continuation, renewal or reissue of the patent application or resulting Letters Patent; and will generally do everything necessary or desirable to obtain and enforce proper protection for the inventions assigned hereby. If the INVENTOR is unwilling or unable to execute documents necessary to obtain and enforce proper protection of the invention which is being assigned, the INVENTOR hereby appoints the ASSIGNEE as his Attorney-in-Fact to execute any such documents on his behalf.

INVENTOR further assigns to ASSIGNEE the whole right, title and interest in the invention disclosed in the application throughout all countries foreign to the United States. ASSIGNEE is hereby authorized to apply for patents relating to the invention in its own name in countries where such procedure is proper; to claim the benefit of the International Convention; to file and prosecute International Applications relating to the inventions under the Patent Cooperation Treaty if appropriate; and to file and prosecute applications relating to the invention under the European Patent Convention. INVENTOR further agrees to execute applications relating to the invention in those countries and under those conventions where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the resulting

Letters Patent to ASSIGNEE as well as all other necessary papers in relation to such applications and Letters Patent.

Signed at Lodi, CA, on 21 July, 20 16.  
[City] [State]

  
Stephen M. Southwick