#### 11/15/2016 504096158

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4142827

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
AMERICAN INNOVATIVE, LLC	10/22/2014

### **RECEIVING PARTY DATA**

Name:	PATCH PRODUCTS, LLC	
Street Address:	1400 E. INMAN PARKWAY	
City:	BELOIT	
State/Country:	WISCONSIN	
Postal Code:	53511	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number
Application Number:	14197485
Patent Number:	D588022
Patent Number:	D649135
Application Number:	12696269

#### **CORRESPONDENCE DATA**

Fax Number: (877)769-7945

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: 617-542-5070 Email: apsi@fr.com

**Correspondent Name:** DAVID L. FEIGENBAUM FISH & RICHARDSON P.C. Address Line 1:

Address Line 2: P.O. BOX 1022

Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	42915-0002001	
NAME OF SUBMITTER:	CATHY A. O'BRIEN	
SIGNATURE:	/CATHY A. O'BRIEN/	
DATE SIGNED:	11/15/2016	

**Total Attachments: 4** 

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#### PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "<u>Assignment</u>") is made and delivered as of October 22, 2014 (the "<u>Effective Date</u>") by American Innovative, LLC, a New York limited liability company (the "<u>Assignor</u>"), for the benefit of Patch Products, LLC, a Delaware limited liability company (the "<u>Assignee</u>"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor, the Assignee, and Adam Hocherman have entered into that certain Asset Purchase Agreement dated as of October 22, 2014 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to all United States and foreign patents, and applications for United states and foreign patents, in each case that are identified on <u>Schedule A</u> hereto (collectively, the "<u>Patent Rights</u>").

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

- 1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Patent Rights; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Patent Rights, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Patent Rights, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to record and perfect the rights assigned herein.
- 2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in the Patent Rights, to record the Assignee as the assignee and owner of any and all of the Assignor's Patent Rights.
- 3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.
- 5. The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Patent Rights are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be

superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

6. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

## AMERICAN INNOVATIVE, LLC

Name: Adam Hocherman Title: Manager and Member

STATE OF MA, COUNTY OF ODJEK	
The foregoing instrument was acknowledged before men to be a personally known to be a personal to	this $2$ day of $2$ of $2$ day of $2$
, on behalf of said company. He/she is personally k	nown to me or produced
on behalf of said company. He/she is personally k リーカン as identification.	
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Notary Public	¥
COAGRATICA CO	
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My Commission Expires:	70 ex 444 0 7
10/22/1	4.
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[Signature Page to Patent Assignment Agreement]

# SCHEDULE A

# **Patent Rights**

Patent No. / Title Status		
Application Serial No.	11110	Status
		Design patent, issued March
D588,022	Alarm Clock	10, 2009
	Infant Data	Design patent, issued Nov. 22,
D649,135	Collection Device	2011
		Application abandoned on Oct
12/696269	Children's Clock	24, 2012. Filed Jan. 29, 2010
		Filed Mar. 5, 2014. Awaiting
	Projecting Light	response from the US Patent
14/197,485	Effects for Children	& Trademark Office

**RECORDED: 11/15/2016**