

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4257443

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AMY CAROL BUCKALTER	02/26/2014
JONATHAN B. HADLEY	02/18/2014
ALEXANDER M. DIENER	02/18/2014
KRISTIN M. WILL	02/18/2014
LILAC MULLER	02/08/2014
JEANINE SPENCE	01/27/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TOASTER LABS, INC.
<b>Street Address:</b>	2212 QUEEN ANNE AVENUE N
<b>City:</b>	SEATTLE
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98109
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14522427
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(206)381-3301
<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>	206-381-3300
<b>Email:</b>	patentdocketing@lowegrahamjones.com
<b>Correspondent Name:</b>	LOWE GRAHAM JONES PLLC
<b>Address Line 1:</b>	701 FIFTH AVENUE SUITE 4800
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98104
<b>ATTORNEY DOCKET NUMBER:</b>	TOST-1-4001
<b>NAME OF SUBMITTER:</b>	LATHENA REMP
<b>SIGNATURE:</b>	/Lathena Remp/
<b>DATE SIGNED:</b>	02/02/2017
<b>Total Attachments: 7</b>	

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Buckalter *et al.*

Attorney Docket No. TOST-1-2001

Serial No. 14/137,130

Group Art Unit: Pending

Filing Date: December 20, 2013

Examiner: Pending

Title: AUTOMATIC FLUID DISPENSER

ASSIGNMENT

WHEREAS, I, Amy Carol Buckalter, residing at 118 Galer Street, Seattle, Washington 98109, am one of the inventors named in the above-identified United States patent application;

WHEREAS, I, Jonathan B. Hadley, residing at 225 Logan Avenue #341, Renton, Washington 98057, am one of the inventors named in the above-identified United States patent application;

WHEREAS, I, Alexander M. Diener, residing at 2509 34<sup>th</sup> Avenue West, Seattle, Washington 98199, am one of the inventors named in the above-identified United States patent application;

WHEREAS, I, Kristin M. Will, residing at 3043 61<sup>st</sup> Street, Seattle, Washington 98107, am one of the inventors named in the above-identified United States patent application;

WHEREAS, I, Lilac Muller, residing at 15719 165<sup>th</sup> Place NE, Woodinville, Washington, 98072 am one of the inventors named in the above-identified United States patent application;

WHEREAS, I, Jeanine E. Spence, residing at 6513 NE 190<sup>th</sup> Street, Kenmore, Washington 98028, am one of the inventors named in the above-identified United States patent application;

AND, WHEREAS, Toaster Labs, Inc., a Washington corporation, having a principal address at 2212 Queen Anne Avenue N., Seattle, Washington 98109 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title, and interest in and to the patent application and related inventions;

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CUSTOMER NUMBER

- 1 -

TOST-1-2001.ASGN

LOWE GRAHAM JONES...

701 Fifth Avenue, Suite 4800  
Seattle, Washington 98104  
206.381.3300 \* F: 206.381.3301

PATENT

REEL: 041162 FRAME: 0565

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, I hereby assign and transfer to ASSIGNEE the entire right, title, and interest in and to the patent application and related inventions, including all improvements, variations, derivations and inventive subject matter directly or indirectly related to the patent application and inventions, and all provisional or nonprovisional patent applications or issued patents that have been or may be granted thereon, including without limitation all reissues, divisions, continuations, continuations-in-part, and extensions of the patent applications or patents, or any other form of protection for the inventions related to the patent application, in the United States and foreign countries; all rights of action arising from the inventions and all applications and patents on the inventions; all claims for damages by reason of past and future infringement of the inventions and all applications and patents on the inventions, and the right to sue and collect damages for such infringement; all of the foregoing assigned rights to be held and enjoyed by the ASSIGNEE for its own use and benefit and for its successors and assigns as the same would have been held by me had this assignment not been made.

I do hereby further agree and promise to execute all instruments and render all such assistance as ASSIGNEE may request in order to: make and prosecute any and all applications on the inventions, maintain and enforce any and all patents on the inventions, and confirm in ASSIGNEE legal title to the inventions and all applications and patents on the inventions in the United States and foreign countries, all without charge to ASSIGNEE but at no expense to me. In the event that ASSIGNEE is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in this paragraph, or to otherwise perfect in ASSIGNEE the entire right, title, and interest in and to the patent application and related inventions, I hereby irrevocably designate and appoint the ASSIGNEE and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this assignment with the same legal force and effect as if executed by

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CUSTOMER NUMBER

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TEXT-1-2001 ASCII

LOWE GRAHAM JONES...

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**PATENT**

**REEL: 041162 FRAME: 0566**


me. I hereby waive and quitclaim to the ASSIGNEE any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any proprietary rights assigned to the ASSIGNEE.

If any provision of this assignment is held by any court to be unenforceable, such provision shall be interpreted to accomplish the objectives of the original provision to the fullest extent allowed by law, and the remainder of this assignment shall remain in full force and effect.

EXECUTED at SEATTLE (city), WA (state), on 2/24/14 (Date).

  
Amy Carol Buckalter

EXECUTED at SEATTLE (city), WA (state), on 2/18/2014 (Date).

  
Jonathan B. Hadley

EXECUTED at SEATTLE (city), WA (state), on 2/18/14 (Date).

  
Alexander M. Diener

EXECUTED at SEATTLE (city), WA (state), on 02.18.14 (Date).

  
Kristin M. Will

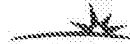
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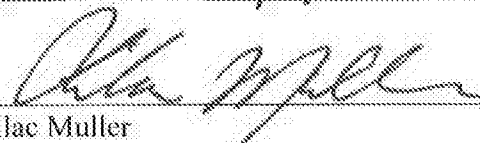
LOWE GRAHAM JONES...

  
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**PATENT**

**REEL: 041162 FRAME: 0567**

EXECUTED at Redmond (city), WA (state), on 2/8/14, (Date).

  
Lilac Muller

EXECUTED at \_\_\_\_\_ (city), \_\_\_\_\_ (state), on \_\_\_\_\_, (Date).

\_\_\_\_\_  
Jeanine E. Spence


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CUSTOMER NUMBER

-4-

POST-1-2001-ASGN

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**PATENT**

**REEL: 041162 FRAME: 0568**

## INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, **Jeanine Spence**, an individual ("Assignor" or "Spence"), 6513 NE 190<sup>th</sup> Street, Kenmore, WA 98028, is assigning all rights she may have in certain intellectual property to Toaster Labs, LLC ("Assignee" or "Company") pursuant to the terms of this Intellectual Property Assignment.

WHEREAS, **Toaster Labs, LLC**, a Washington limited liability company, 2212 Queen Anne Avenue North #269, Seattle, WA 98109, is desirous of acquiring all intellectual property and proprietary rights to be assigned from Spence; and

WHEREAS, this Assignment is being executed pursuant to and in accordance with the provisions of that certain Redemption Agreement dated January 27, 2014 ("Stock Agreement"), by and between Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration as set forth in the Stock Agreement, the receipt of which is hereby acknowledged,

1. As used herein, the term "Work Product" shall include all work product including, but not limited to, concepts, works, inventions, information, drawings, designs, prototypes, product configuration, trade dress, and packaging designs developed by Spence, whether alone or with others, and whether completed or in-progress, for the purpose of developing the Invention (defined below) (collectively, "Work Product"). "Work Product" shall specifically include, without limitation, all intellectual property and proprietary rights in *a motion-activated device designed for the dispensing of viscous fluids* sometimes referred to as the "Jelly Toaster," along with all components and features thereof and accessories and companion products thereto such as "Lubeez," capsules and pods (individually and collectively, the "Invention"). As used herein, "Invention" shall include, without limitation, the features described on Exhibit A hereto. "Work Product" shall further include, without limitation, all rights in and to the trademarks "JELLY TOASTER," "TOASTER LABS," and "LUBEEZ," as well as all associated trade names, service marks, trademarks, domain names, and other rights therein (if any), together with all goodwill appurtenant thereto and the right to bring actions and to recover damages for any past infringement of any of the foregoing (collectively, the "Trademarks"). For avoidance of doubt, "Work Product" shall include work product developed for the purpose of developing the Invention, collectively or individually, at any time, including before the formation of the legal entity known as Toaster Labs LLC.

2. Assignor agrees to assign, and does hereby irrevocably transfer and assign to the Assignee any and all rights, Proprietary Rights (as defined herein), title and interests Spence may have in and to the Work Product, including the Invention and the Trademarks; and (ii) to the extent assignable, any and all Moral Rights (as defined below) that Assignor may have in or with respect to any Work Product. Assignor also hereby forever waives and agrees never to assert any Moral Rights Assignor may have in or with respect to the Work Product or any part thereof. To the extent that the Work Product being assigned by Spence includes any copyrighted or copyrightable materials, Spence waives, for Spence and her heirs, successors and assigns,

Spence's right to terminate this assignment at any time during the term of the copyright. Company owns and will own all right, title and interest (including, but not limited to, all trademarks, trade secrets, copyrights, patents, and other intellectual property rights) (collectively, "Proprietary Rights") in such Work Product. Spence acknowledges that she will hold no Proprietary Rights in the Work Product and will have no right to make, use, sell, reproduce, prepare derivative works that have the same functionality as the Invention, or distribute copies of the Work Product.

3. ALL INTELLECTUAL PROPERTY, WORK PRODUCT, PROPRIETARY RIGHTS, AND THE INVENTION ARE ASSIGNED AND PROVIDED "AS IS" AND, OTHER THAN REPRESENTING THAT SPENCE HAS THE ABSOLUTE AND UNENCUMBERED RIGHT TO MAKE THIS ASSIGNMENT OF HER INTEREST IN THE INTELLECTUAL PROPERTY ASSIGNED, SPENCE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.


4. Upon execution of this Agreement, Assignor agrees to prepare, execute and transmit any and all documents, instruments or commands that may be required, and take such other action as may be necessary or as Assignee may reasonably request, to effectuate the assignment of the Work Product and all rights therein.

5. Spence has delivered to Company, at Company's usual place of business, all documents and materials in Spence's possession relating to the Work Product, including without limitation all designs, notes, notebooks, plans, and the like, including documents and materials that are in either hard/paper or electronic format, if any.

TOASTER LABS, LLC

By: Amy Buckalter, Chief Executive Officer  
Dated: January 27, 2014

ASSIGNOR

  
JEANINE SPENCE  
Dated: January 27, 2014



## EXHIBIT A - SHORT DESCRIPTION OF INVENTION FEATURES

The following is a non-exhaustive list of the features of the Jelly Toaster Invention as further described herein:

- A tabletop-sized corded consumer electronic device that heats and dispenses a viscous fluid such as lotion or personal lubricant in measured amounts;
- The device uses a cam or other movable member to compress a flexible, disposable, pod-like container or capsule of the viscous fluid;
- The capsule nestles into a chamber in the device with the neck passing through an opening in the device to allow the viscous fluid to be dispensed without contacting the device;
- Compression of the capsule is activated by hand motion in front of a sensor, to deliver the warmed viscous fluid into the hand; and
- The device does not use a pump mechanism.

Patent attorney's illustration of the device:

