504310871 04/06/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT4357553

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CHRIS CARLSON	03/19/2017
SCOTT ROLFSON	02/27/2017
CHRISTOHER LEITER	03/07/2017

RECEIVING PARTY DATA

Name:	EARTHWELL, INC.
Street Address:	4838 SW 35TH PLACE
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97221

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29578677

CORRESPONDENCE DATA

Fax Number: (503)439-6558

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: 503-439-6500

Email: docketing@bltg-ip.com

BERKELEY LAW & TECHNOLOGY GROUP LLP **Correspondent Name:**

Address Line 1: 17933 NW EVERGREEN PARKWAY

Address Line 2: SUITE 250

Address Line 4: BEAVERTON, OREGON 97006

ATTORNEY DOCKET NUMBER:	291.D002
NAME OF SUBMITTER:	JULIANNE FLYNN
SIGNATURE:	/Julianne Flynn/
DATE SIGNED:	04/06/2017

Total Attachments: 3

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> **PATENT REEL: 041891 FRAME: 0819** 504310871

ASSIGNMENT

Docket No. 214.D002

In consideration of One Dollar and Other good and valuable consideration, of which I/WE (as applicable) acknowledge receipt, I/WE,

- 1. Chris Carlson, a citizen of the United States, having a mailing address located at 2708 Ceanothus Ave., Suite #1, Chico, CA 95973 and a resident of California, United States
- 2. **Scott Rolfson**, a citizen of the United States, having a mailing address located at 6937 N. Mississippi Ave., Portland, OR 97217 and a resident of Oregon, United States
- 3. **Christopher Leiter,** a citizen of the United States, having a mailing address located at 11092 SE Westchester Ave., Happy Valley, OR 97086 and a resident of Oregon, United States,

have conceived of one or more processes, methods, machines, articles of manufacture, designs, compositions of matter, inventions, discoveries or new or useful improvements relating to CAP WITH BOTTLE OPENER (collectively the "INVENTIONS") for which I/WE have executed and/or may execute one or more patent applications therefor; and

Earthwell, Inc. (hereinafter "**ASSIGNEE**"), desires to acquire or otherwise obtain the entire right, title, and interest in and to said INVENTIONS, including all inventions related thereto or thereof, all patent applications therefor, and all patents that have granted or may be granted hereafter thereon, including but not limited to those identified below.

For good and valuable consideration, the receipt of which is hereby acknowledged, I/WE do hereby acknowledge that I/WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, the entire right, title, and interest throughout the world in and to said INVENTIONS, including all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in the United States, including but not limited to U.S. Application No(s). 29/578,677 filed September 23, 2016, Attorney Docket No(s) 214.D002, and all provisional applications relating thereto, (and do hereby authorize ASSIGNEE and its representative to hereafter add herein such application number(s) and/or filing date(s) when known), and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, and design applications thereof, and all issued patents of the United States which may have granted or may be granted hereafter thereon and all reissues, renewals, reexaminations, and extensions to any of the foregoing and all patents issuing thereon in the United States;

AND I/WE further do acknowledge and agree that I/WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, all rights of priority under International Conventions, Treaties, or Agreements, and the entire right, title, and interest

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throughout the world in said INVENTIONS, including all inventions related thereto or thereof, and all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in any foreign country, countries, or treaty/union organizations, and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, patent of addition applications, confirmation applications, validation applications, utility model applications, and design applications thereof, and all issued patents which may have granted or may be granted hereafter for said INVENTIONS in any country or countries foreign to the United States, and all reissues, renewals, reexaminations, and extensions thereof;

AND I/WE authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications or registrations, to issue all patents for said INVENTIONS to said ASSIGNEE, its successors, its legal representatives and its assigns, in accordance with the terms of this instrument;

AND I/WE sell, assign, transfer, and convey to said ASSIGNEE, its successors, its legal representatives, and its assigns all claims for damages and all remedies arising out of or relating to any violation(s) of any of the rights assigned hereby that have or may have accrued prior to the date of assignment to said ASSIGNEE, or may accrue hereafter, including, but not limited to the right to sue for, seek, obtain, collect, recover, and retain damages and any ongoing or prospective royalties to which I/WE may be entitled, or that WE may collect for any infringement or from any settlement or agreement related to any of said patents before or after issuance;

AND I/WE covenant and agree that, without requiring additional consideration, I/WE will communicate promptly to said ASSIGNEE, its successors, its legal representatives, and its assigns, any facts known to us respecting said INVENTIONS, and will testify in any legal proceeding, sign all lawful papers, execute all applications and certificates, make all rightful declarations and/or oaths, and provide all lawful assistance to said ASSIGNEE, its successors, its legal representatives and its assigns, to obtain and enforce patent protection for said INVENTIONS in all countries;

AND I/WE represent that I/WE have full and exclusive, unencumbered right to sell, assign, convey and transfer all subject matter herein, and hereby covenant that I/WE have not and will not execute any writing or do any act whatsoever conflicting with these presents.

Done at _	LOCATION	_, on _	3/19/17 DATE	Chris Carlson
Done at	LOCATION	_, on _	DATE	Scott Rolfson
Done at	LOCATION	_, on _	DATE	Christopher Leiter

throughout the world in said INVENTIONS, including all inventions related thereto or thereof, and all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in any foreign country, countries, or treaty/union-organizations, and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, patent of addition applications, confirmation applications, validation applications, utility model applications, and design applications thereof, and all issued patents which may have granted or may be granted hereafter for said INVENTIONS in any country or countries foreign to the United States, and all reissues, renewals, reexaminations, and extensions thereof;

AND I/WE authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications or registrations, to issue all patents for said INVENTIONS to said ASSIGNEE, its successors, its legal representatives and its assigns, in accordance with the terms of this instrument;

AND I/WE sell, assign, transfer, and convey to said ASSIGNEE, its successors, its legal representatives, and its assigns all claims for damages and all remedies arising out of or relating to any violation(s) of any of the rights assigned hereby that have or may have accrued prior to the date of assignment to said ASSIGNEE, or may accrue hereafter, including, but not limited to the right to sue for, seek, obtain, collect, recover, and retain damages and any ongoing or prospective royalties to which I/WE may be entitled, or that WE may collect for any infringement or from any settlement or agreement related to any of said patents before or after issuance;

AND I/WE covenant and agree that, without requiring additional consideration, I/WE will communicate promptly to said ASSIGNEE, its successors, its legal representatives, and its assigns, any facts known to us respecting said INVENTIONS, and will testify in any legal proceeding, sign all lawful papers, execute all applications and certificates, make all rightful declarations and/or oaths, and provide all lawful assistance to said ASSIGNEE, its successors, its legal representatives and its assigns, to obtain and enforce patent protection for said INVENTIONS in all countries;

AND I/WE represent that I/WE have full and exclusive, unencumbered right to sell, assign, convey and transfer all subject matter berein, and hereby covenant that I/WE have not and will not execute any writing or do any act whatsoever conflicting with these presents.

LOCATION DATE	Chris Carlson
Done at <u>Parties</u> , a.C., on 2:27:17	
LOCATION DATE ~	Scott Rolfson
Done at 1/1/4 / OR on 3-07-17	Christopher Letter

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