

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4361324

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CAONABO ANTHONY ORTIZ	02/05/2017
RECEIVING PARTY DATA	
Name:	FITLY INC.
Street Address:	3401 MARKET STREET
Internal Address:	SUITE 200
City:	PHILADELPHIA,
State/Country:	PENNSYLVANIA
Postal Code:	19104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29520323
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>	
Email:	eugene@beaconpatentintelligence.com
Correspondent Name:	EUGENE H. NAHM
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Address Line 2:	UNIT 1
Address Line 4:	BOSTON, MASSACHUSETTS 02134
ATTORNEY DOCKET NUMBER:	25-DDE1-0315
NAME OF SUBMITTER:	EUGENE H. NAHM
SIGNATURE:	/Eugene H. Nahm/
DATE SIGNED:	04/10/2017
Total Attachments: 2	
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ASSIGNMENT OF U.S. PATENT APPLICATION

Whereas I, Caonabo Anthony Ortiz, who resides at 44 Tehama Street, San Francisco, CA 94105 U.S.A, (hereinafter referred to as “the Assignor”), is the sole inventor and the sole owner of the entire right, title, and interest in the inventions and discoveries entitled, PLATE AND LID WITH DIGITAL DISPLAY, a pending Design Patent Application as set forth and identified by U.S. Patent Application Number 29/520,323 filed on March 13, 2015; and

Whereas Fitly Inc., having its principal place of business at 3401 Market Street, Suite 200, Philadelphia, PA 19104 U.S.A. together with its successors and assigns (hereinafter referred to as “the Assignee”) is desirous of acquiring the entire right, title and interest in and to said inventions and discoveries as set forth and described in U.S. Patent Application Number 29/520,323, including the full interest of above-mentioned Assignor, and any issued patents, continuations, divisions, extensions, substitutions, reissues and reexaminations thereof;

Now, therefore, to all whom it may concern, be it known, that the Assignor, for and in consideration of the sum of one U.S. Dollars (\$1.00) receipt and sufficiency of which is hereby acknowledged and other valuable consideration furnished by Assignee to Assignor, Assignor hereby, without reservation:

1. Assigns, transfers, and conveys to the Assignee the entire right, title, and interest in and to said inventions and discoveries and any and all improvements thereon, including said Utility Patent Application, any and all other applications for utility patent on said inventions and discoveries in whatsoever countries, including but not limited to all divisional, continuation, continuation-in-part, foreign filing and PCT applications based in whole or in part upon said inventions and discoveries, or any and all issued patents, reissues, reexaminations, and extensions of Utility Patent Application granted for said inventions and discoveries, and every priority right that is or may be predicted upon or arise from said inventions, said discoveries, and said Utility Patent Application, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past infringement of an issued patent issuing from said Utility Patent Application, with the right to sue for and collect the same for Assignee’s own use, and for the use of Assignee’s successors, assigns, or other legal representatives;

2. Authorizes the Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in the Assignor’ names or in the name of the Assignee or otherwise as the Assignee may deem advisable, under any treaties and conventions or otherwise;

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer said Utility Patent Application to the Assignee, as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct;

4. Warrants that that the Assignor have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use,

or sell anything embodying or utilizing any of said inventions or discoveries; and that the Assignor have good right to assign the Assignee without encumbrances;

5. Binds the Assignor' heirs, legal representatives and assigns, as well as the Assignor, to do, upon the Assignee's request and at the Assignee's expense, but without additional consideration to the Assignor or the Assignor' heirs, legal representatives and assigns, all acts reasonably serving to assure that the said inventions and discoveries, the said Pending Patent shall be held and enjoyed by the Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor or the Assignor' heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to the Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by the Assignee; to communicate to the Assignee all facts known to the Assignor relating to said inventions and discoveries or the history thereof, and to furnish the Assignee with any and all documents, photographs, models, samples, and other physical exhibits in the Assignor' control or in the control of the Assignor' heirs, legal representatives or assigns which may be useful for establishing the facts of the Assignor' conceptions, disclosures, and reduction to practice of said inventions and discoveries.

6. The assignment includes the Assignor' right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made

7. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

8. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Executed this 5 day of February, 2017.


Assignor