

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4458416

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GREGORY WAUGH	02/24/2017
JOSHUA FLEAGANE	02/24/2017
MATTHEW W YUEN	07/06/2015
RECEIVING PARTY DATA	
Name:	PACIFIC LOCK COMPANY
Street Address:	25605 HERCULES STREET
City:	VALENCIA
State/Country:	CALIFORNIA
Postal Code:	91355
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15444207
CORRESPONDENCE DATA	
Fax Number:	(818)248-7359
<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>	
Phone:	1-818-248-1465
Email:	help@PatentLawAgency.com
Correspondent Name:	PATENT LAW AGENCY, LLC
Address Line 1:	2029 VERDUGO BLVD., #1031
Address Line 4:	MONTROSE, CALIFORNIA 91020
ATTORNEY DOCKET NUMBER:	PACLOCK1-8US
NAME OF SUBMITTER:	PETER GANJIAN
SIGNATURE:	/Peter Ganjian #43991/
DATE SIGNED:	06/13/2017
Total Attachments: 11	
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ASSIGNMENT OF INVENTION/APPLICATION/PATENT

Insert Name(s) of ASSIGNOR(S)

Gregory Waugh	25716 Lewis Way Stevenson Ranch, CA 91355	Citizenship: U.S.A.
Joshua Fleagane	128 Annandale Road Pasadena, CA 91105	Citizenship: U.S.A.

(hereinafter designated as the Assignor(s))

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the Assignors, each Assignor agrees to assign, and hereby does sell, assign, transfer and set over to

Insert Name/Address of Assignee

Pacific Lock Company
25605 Hercules Street
Valencia, CA 91355

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title, and interest for the United States of America and its territorial possessions as defined in 35 U.S.C. §100 and in any and all foreign countries, in the invention, and in all applications for patent including any and all rights to claim priority in and to any and all improvements, including international, provisional, non-provisional, divisional, continuation, substitute, and reissue or application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention or any legal equivalent thereof in a foreign country for the full or terms for which the same may be granted on the invention known as

Insert Identification such as Inventor Names, Title, Case Number, Foreign Application Number, Attorney Docket number, etc.

TITLE: KEYLESS LOCK SYSTEM

INVENTOR NAMES:

Gregory Waugh	25716 Lewis Way Stevenson Ranch, CA 91355	Citizenship: U.S.A.
Joshua Fleagane	128 Annandale Road Pasadena, CA 91105	Citizenship: U.S.A.

ASSIGNMENT OF INVENTION/APPLICATION/PATENT

ATTORNEY DOCKET NUMBER:

PACLOCK1-8US

To comply with 37 C.F.R. §3.21 for recording of this assignment, the Assignor(s) signing below, hereby authorize and request the attorney of record to insert herein the filing date, the execution date(s) and application number when they become known.

Insert Date of Signing of Application (IF ANY):**U.S. Application Serial Number:** 15/444,207 **AND Date Filed:** 27 FEB 2017**U.S. PATENT NO. ISSUED:** **AND ISSUE DATE:**

- 1) Each Assignor agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.
- 2) Each Assignor agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.
- 3) Each Assignor agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
- 4) Each Assignor agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of valid United States patent to the Assignee.
- 5) Each Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertaining facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain,

ASSIGNMENT OF INVENTION/APPLICATION/PATENT


maintain, and enforce said patent, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

6) Each Assignor agrees and hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

7) Each Assignor authorizes and requests the Commissioner of the United States Patent and Trademark Office to issue any and all Letters Patents of the United States resulting from said application(s) to said Assignee, as Assignee of the entire interest, and covenants that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on Assignor and Assignor heirs, successors, assigns and legal representatives.

[SIGNATURE PAGE TO FOLLOW]

ASSIGNMENT OF INVENTION/APPLICATION/PATENT

Date 2/24/17 Assignor Signature 

Assignor Name: Gregory B Waugh

Date 2/24/17 Assignor Signature 

Assignor Name: Joshua Fleagane

Date _____ Assignor Signature _____

Assignor Name: _____

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT TEMPLATE

As a condition of my employment with PACIFIC LOCK COMPANY, its subsidiaries, affiliates, successors or assigns (hereinafter, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

1. INVENTIONS RETAINED & LICENSED.

I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

2. ASSIGNMENT OF INVENTIONS.

I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registerable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"), except as provided in "Exception to Assignments" below. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any invention developed by me solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to me as a result of the Company's efforts to commercialize any such invention.

3. MAINTENANCE OF INVENTIONS RECORDS.

I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

4. PATENT & COPYRIGHT REGISTRATIONS.

I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's right in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all

applications, specifications, oaths, assignments and all other instruments which the company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Intellectual Property Assignment Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

5. RETURNING COMPANY DOCUMENTS.

I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.

6. REPRESENTATIONS.

I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

7. EQUITABLE REMEDIES.

I AGREE THAT IT WOULD BE IMPOSSIBLE OR INADEQUATE TO MEASURE AND CALCULATE THE COMPANY'S DAMAGES FROM ANY BREACH OF THE COVENANTS SET FORTH HEREIN. ACCORDINGLY, I AGREE THAT IF I BREACH ANY OF SUCH PROVISIONS, THE COMPANY WILL HAVE AVAILABLE, IN ADDITION TO ANY OTHER RIGHT OR REMEDY AVAILABLE, THE RIGHT TO OBTAIN AN INJUNCTION FROM A COURT OF COMPETENT JURISDICTION RESTRAINING SUCH BREACH OR THREATENED BREACH AND TO SPECIFIC PERFORMANCE OF ANY SUCH PROVISION OF THIS AGREEMENT. I FURTHER AGREE THAT NO BOND OR OTHER SECURITY SHALL BE REQUIRED IN OBTAINING SUCH EQUITABLE RELIEF AND I HEREBY CONSENT TO THE ISSUANCE OF SUCH INJUNCTION AND TO THE ORDERING OF SPECIFIC PERFORMANCE.

8. GOVERNING LAW.

This Agreement will be governed by the laws of the State of California. I hereby expressly consent to the personal jurisdiction of the state and federal courts with jurisdiction in Los Angeles County, California for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

9. ENTIRE AGREEMENT.

This Intellectual Property Assignment Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

10. SEVERABILITY.

If one or more of the provisions in this Intellectual Property Assignment Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

11. SUCCESSORS & ASSIGNS.

This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE FOREGOING INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, I AM SATISFIED THAT I UNDERSTAND IT COMPLETELY, AND I AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS

AGREED AND ACCEPTED:

Matthew Yuen

[NAME]

Matthew Yuen

7/6/15

[DATE]

[ADDRESS]

4935 Templeton St
Los Angeles, CA 90032

EXHIBIT A

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description

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)

Gregory Waugh ; Joshua Fleagane ; Matthew

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

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

Execution Date(s) 24 FEB 2017; 24 FEB 2017; 06 JULY 2015

- ☒ 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: Pacific Lock Company

Internal Address: _____

Street Address: 25605 Hercules Street

City: Valencia

State: CA

Country: USA Zip: 91355

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)

B. Patent No.(s)

15444207

Additional numbers attached? ☐ Yes ☒ No

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

Name: PATENT LAW AGENCY, LLC

Internal Address: _____

Street Address: 2029 VERDUGO BLVD., #812

City: MONTROSE

State: CA Zip: 91020-1626

Phone Number: 818-248-1465

Docket Number: PACLOCK1-8US

Email Address: help@PatentLawAgency.com

6. Total number of applications and patents involved: ONE

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

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

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature: /Peter Ganjian 43991/

13 JUNE 2017

Signature

Date

PETER GANJIAN

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 042697 FRAME: 0826

Guidelines for Completing Patents Cover Sheets (PTO-1595)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is insufficient space, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the additional conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the party(ies) other than the owner of the patent or patent application as the conveying party(ies).

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the patent or patent application owner(s) as the receiving party.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized. Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance.

Item 4. Application Number(s) or Patent Number(s).

Indicate the application number(s), and/or patent number(s) against which the document is to be recorded. National application numbers must include both the series code and a six-digit number (e.g., 07/123,456), and international application numbers must be complete (e.g., PCT/US91/12345).

Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4. Also enter a check mark if this Assignment is being filed as an Oath/Declaration (37 CFR 1.63).

Item 5. Name and Address of Party to whom correspondence concerning the document should be mailed.

Item 6. Total Applications and Patents involved.

Enter the total number of applications and patents identified for recordation. Be sure to include all applications and patents identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and patent against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, USPTO, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.