

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4480294

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL JASON WROBEL	06/27/2017
RECEIVING PARTY DATA	
Name:	CLEAR CREEK CANNONS LLC
Street Address:	243 RIDGEVIEW TRAIL
City:	IDAHO SPRINGS
State/Country:	COLORADO
Postal Code:	80452
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15634585
Application Number:	62355564
CORRESPONDENCE DATA	
Fax Number:	(720)874-9733
<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:	720-221-3708
Email:	mark@us-patentattorney.com
Correspondent Name:	TRENNER LAW FIRM, LLC (MARK D. TRENNER)
Address Line 1:	1153 BERGEN PKWY #I-115
Address Line 4:	EVERGREEN, COLORADO 80439
ATTORNEY DOCKET NUMBER:	5910-001-USP
NAME OF SUBMITTER:	MARK D. TRENNER
SIGNATURE:	/Mark D. Trenner/
DATE SIGNED:	06/27/2017
Total Attachments: 8	
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PATENT

REEL: 042829 FRAME: 0206

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Agreement") is entered into on June 27, 2017 ("Effective Date") by and between Michael Jason Wrobel ("Assignor") and Clear Creek Cannons, LLC, a Colorado limited liability company ("Assignee" or "Company") (collectively, "Parties," each a "Party"). The Parties hereby agree as follows:

BACKGROUND

Assignor is an individual who is the inventor and owner of all right, title and interest in and to a patent and patent application (more specifically described below), and in and to any invention described therein, and has full right to convey the entire interest, legal and equitable, herein assigned.

Assignee wishes to acquire the entire right, title and interest in and to the patent and patent application (more specifically described below), and any invention described therein.

Assignee wishes to purchase such patent, patent applications and related know-how, technology and plan for commercializing.

NOW, THEREFORE, in consideration of the above premises and the covenants of the Parties to be performed in their entirety, the Parties agree to the following:

1. Definitions.

Certain terms are defined in the text of this Agreement, and in addition, the following terms shall have the following definitions:

1.1 "Patent" means the patents and applications listed in Exhibit A hereto, and all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; provisional patent applications that are or will be continuations or continuations in part of such patents and applications; and foreign counterparts to any of the foregoing including without limitation utility models.

1.2 "Subject Technology" means: (i) all technology, know-how, methods, documents, materials, and all confidential information as of the Effective Date relating to the Patent and the idea and plan to commercialize the Patents to generate revenues.

2. Assignment Grant.

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns to Assignee all the entire right, title and interest in and to the Patent ("Assignment"), including all priority rights in any form. This right, title and interest includes to the broadest extent possible any application filed in any foreign country, including the right to file a foreign application pursuant to the

International Convention. To ensure the fullest effect of this Assignment, Assignor hereby authorizes and requests the issuing authority to issue to Assignee all patents relating in any manner to the Patent. This includes all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for (i) the Patents and all inventions and discoveries described therein, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patents, and (ii) the Subject Technology.

At the Company's reasonable request, and without demanding further consideration from the Company, the Assignor agrees to execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary for effecting completely the consummation of the transfer of ownership in and to the Patent as contemplated hereby. This includes, without limitation, execution, acknowledgment and recordation of other such papers, and using all reasonable best efforts to obtain the same from Assignor, as necessary or desirable for fully perfecting and conveying to the Company the benefit of the transfer of ownership in and to the Patent.

Assignor further agrees to execute all continuing, substitute, divisional, improvement, reissue, extension and other patent applications in the United States or any foreign country relating in any manner to the Patent, including the Patent Application. Assignor also agrees to sign all documents and to perform all acts Assignee requires to make this Agreement fully effective. This includes, but is not limited to: prompt cooperation in the production and execution of all required documents, and providing testimony or affidavits required to give full effect to this Agreement.

3. Representations and Warranties.

Assignor hereby warrants to the Company the following:

3.1 Authority. Assignor has the right and authority to enter into this Agreement and to execute his obligations hereunder.

3.2 Title and Contest. Assignor has good and marketable title to (i) the Patent, including without limitation all rights, title, and interest in the Patent to sue for infringement thereof, and (ii) the Subject technology. The Patent is free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer. There are no actions, suits, claims or proceedings threatened, pending or in progress on the part of any named inventor of the Patent relating in any way to the Patent and Assignor has no knowledge and has not received notice of any other actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent.

3.3 Existing Licenses. No rights or licenses have been granted under the Patent or the Subject Technology.

3.4 Restrictions on Rights. The Company will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patent or the Subject Technology as a result of the transaction contemplated in this Agreement, or any prior transaction related to the Patent or the Subject Technology.

3.5 Conduct. To Assignor's knowledge, none of his representatives has engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patent or hinder their enforcement, including but not limited to misrepresenting his patent rights to any organization.

3.6 Enforcement. Assignor has not put a third party on notice of actual or potential infringement of the Patent or considered enforcement action(s) with respect to the Patent.

3.7 Patent Office Proceedings. The Patent has not been or is currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding and that no such proceedings are pending or threatened.

3.8 Related Assets. There are no other patents issued and/or applications pending for or on behalf of Assignor which are subject to a "Terminal Disclaimer" under 37 C.F.R. §1.321 that require any of such patents issued and/or applications and the Patent conveyed in this Agreement to remain under common ownership.

3.9 Fees. All maintenance fees, annuities, and similar fees related to the Patent have been timely paid through the Effective Date.

3.10 Validity and Enforceability. To Assignor's knowledge, the Patent has never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Assignor has not received any notice or information of any kind from any source suggesting that the Patent may be invalid or unenforceable.

4. Miscellaneous.

4.1 No Representation or Warranty. Assignor makes no representations or warranties whatsoever that any of the Patent covered by this Agreement is either valid or infringed by any other parties.

4.2 Limitation on Consequential Damages. Except in the case of Assignor's fraud, neither Party shall be liable to the other for loss of profits, or any other indirect or special, consequential, punitive or incidental damages, however caused, even if advised of the possibility of such damage. The Parties acknowledge that these limitations on potential liabilities were a material element of the consideration under this agreement.

4.3 Legal and Regulatory Compliance. Notwithstanding anything to the contrary in this Agreement, the obligations of the Parties shall be subject to the laws of the State of Colorado.

4.4 Confidentiality of Terms. The Parties shall keep the terms and existence of this Agreement, including the Parties' identities, confidential and shall not now or hereafter divulge any of this information to any third party except: (a) with the prior written consent of the other Party, such consent shall not be unreasonably withheld; (b) as otherwise may be required by law or legal process, including in confidence to financial advisors in their capacity of advising a Party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; or (d) in confidence to

its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; provided that, in (b) through (d) above, (i) the disclosing Party shall use all legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available; and (ii), other than disclosures pursuant to subsection (d) above, the disclosing Party shall provide the other Party with at least ten (10) days prior written notice of such disclosure.

4.5 Governing Law. Any claim arising under or relating to this Agreement shall be governed by the laws of the State of Colorado without regard to its conflict of laws principles.

4.6 Jurisdiction. Each Party hereby agrees to jurisdiction and venue in the courts of the State of Colorado for all disputes and litigation arising under or relating to this Agreement. The Parties hereby submit to the exclusive jurisdiction of the state courts located in Denver, Colorado.

4.7 Entire Agreement. The terms and conditions of this Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either Party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in a writing signed by authorized representatives of both Parties. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. The following exhibit is attached hereto and incorporated herein as if copied verbatim: Exhibit A —"Patent Rights to be Assigned."

4.8 Notices. All notices required or permitted to be given hereunder shall be in writing, shall refer to this Agreement, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed as follows:

In the case of Assignor:

Michael J. Wrobel
c/o PeyserPheral Law, LLC
2420 17th Street
Denver, CO 80202
ATTENTION: Roxane Peyser, Esq.

In the case of Assignee:

Clear Creek Cannons, LLC
c/o Trenner Law Firm, LLC
14143 Denver West Parkway, Ste 100-94
Golden, CO 80401
ATTENTION: Mark Trenner, Esq.

Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery.

Either Party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such Party at such changed address.

4.9 Relationship of Parties. The Parties hereto are independent contractors. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between Assignor and Assignee.

4.10 Equitable Relief. Each Party agrees that damages alone would be insufficient to compensate the other for any material breach of this Agreement, acknowledges that irreparable harm would result from a breach of this Agreement, and consents to the entering of an order for injunctive relief to prevent a breach or further breach, and the entering of an order for specific performance to compel performance of any obligations under this Agreement.

4.11 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.

4.12 Waiver. Failure by either Party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

4.12 Assignment. The terms and conditions of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives.

4.13 Counterparts. This Agreement may be executed in counterparts or duplicate originals, each of which shall be regarded as one and the same instrument. This Agreement may be executed by docusign, e-sign, e-fax, facsimile and all such signatures or similar digital images of the signatures, which shall be deemed to bind each Party as if they were original signatures.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have executed this Patent Assignment Agreement as of the Effective Date:

Assignor:

By: [Signature]
Michael J. Wrobel

Assignee:

[Signature]
Daniel J. Costello,
Member/Manager of Clear
Creek Cannons, LLC

State of Colorado)

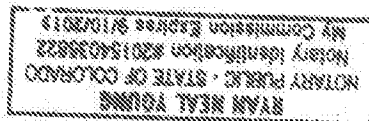
County of Clear Creek) ss:

On this 21st day of June, 2017, before me personally appeared Michael J. Wrobel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public: RYAN NEAL YOUNG [Signature]
My Commission Expires: 9/10/19

Notary Seal




State of Colorado)

County of Clear Creek) ss:

On this 27th day of June, 2017, before me personally appeared Daniel J. Costello, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public: RYAN NEAL YOUNG 

My Commission Expires: 9/10/19

Notary Seal

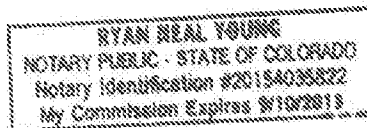


EXHIBIT A

PATENT APPLICATIONS

U.S. Patent Application Serial No.	Date filed	Title of Invention
62/355,564	June 28, 2016	Smoking Pen (utility- provisional)
[To be filed by attorney.] 15/634,585	[To be filed by attorney.] June 27, 2017	Smoking Pen (utility- nonprovisional)