

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4500334

|   |                            |                       |
|---|----------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT             |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                 |                       |
| <b>CONVEYING PARTY DATA</b>   |                            |                       |
|   | <b>Name</b>                | <b>Execution Date</b> |
|   | DAVID A. BUTLER            | 07/11/2017            |
| <b>RECEIVING PARTY DATA</b>   |                            |                       |
| <b>Name:</b>  | ARTISTWORKS, INC.          |                       |
| <b>Street Address:</b>  | 1297 LEANING OAK DRIVE     |                       |
| <b>City:</b>  | NAPA                       |                       |
| <b>State/Country:</b>   | CALIFORNIA                 |                       |
| <b>Postal Code:</b>   | 94558                      |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                            |                       |
| <b>Property Type</b>  | <b>Number</b>              |                       |
| <b>Application Number:</b>  | 15253739                   |                       |
| <b>CORRESPONDENCE DATA</b>  |                            |                       |
| <b>Fax Number:</b>  |                            |                       |
| <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>   | (505) 395-4564             |                       |
| <b>Email:</b>   | info@santafeip.com         |                       |
| <b>Correspondent Name:</b>  | SANTA FE IP, LLC           |                       |
| <b>Address Line 1:</b>  | PO BOX 2821                |                       |
| <b>Address Line 4:</b>  | SANTA FE, NEW MEXICO 87504 |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 16002-001-US02             |                       |
| <b>NAME OF SUBMITTER:</b>   | VICTOR E. JOHNSON          |                       |
| <b>SIGNATURE:</b>   | /Victor E. Johnson/        |                       |
| <b>DATE SIGNED:</b>   | 07/12/2017                 |                       |
| <b>Total Attachments: 2</b>   |                            |                       |
| source=16002-001-US02_Assignment#page1.tif  |                            |                       |
| source=16002-001-US02_Assignment#page2.tif  |                            |                       |

## ASSIGNMENT

WHEREAS, the undersigned, David A. BUTLER, resident of Napa, California (“Inventor”), am the inventor of the invention *INSTRUCTIONAL SUBSCRIPTION WEBSITE AND VIDEO MANAGEMENT SYSTEM FOR INTERACTIVE ONLINE INSTRUCTION* described in an application for Letters Patent of the United States filed on August 31, 2016 and bearing U.S. Patent Application No. 15/253,739.

WHEREAS, ArtistWorks, Inc., having a place of business at 1297 Leaning Oak Drive, Napa, California 94558, (hereinafter termed “Assignee”), is desirous of acquiring the entire right, title and interest in and to said application and the invention described therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed “said invention”), and in and to any and all patents, inventor’s certificates and other forms of protection (hereinafter termed “patents”) thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor hereby sells, assigns, transfers and conveys unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications

covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor's respective heirs, legal representatives and assigns.

4. Said Assignee warrants and represents that he or she has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor executed and delivered this instrument to said Assignee as follows:

(1) David A. BUTLER

Date: 7/11/2017

State of \_\_\_\_\_ )  
 ) SS.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_. Notary Public, personally appeared David A. BUTLER, who 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/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public