


PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4500987

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JMR DEVELOPMENT, LLC	07/12/2017
RECEIVING PARTY DATA		
Name:	PERKIN & PERKIN LLC	
Street Address:	150 WEST 56TH STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29610476
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>		
Phone:	617-918-7600	
Email:	dawn.grimes@piblaw.com	
Correspondent Name:	PARKER IBRAHIM & BERG LLC	
Address Line 1:	ONE FINANCIAL CENTER	
Address Line 4:	BOSTON, MASSACHUSETTS 02111	
ATTORNEY DOCKET NUMBER:	0690003.DEZ	
NAME OF SUBMITTER:	KENNETH J. HEYWOOD	
SIGNATURE:	/Kenneth J. Heywood/	
DATE SIGNED:	07/12/2017	
Total Attachments: 4		
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ASSIGNMENT

THIS ASSIGNMENT, made by and between JMR DEVELOPMENT, LLC (hereinafter referred to as the "Assignor"), having its principal place of business at 347 West 36th Street, Suite 905, New York, NY 10018, and PERKIN & PERKIN LLC, a Limited Liability Company, having its principal place of business at 150 West 56th Street, New York, New York 10019 (hereinafter referred to as the "Assignee"),

WHEREAS, Assignee is desirous of acquiring all rights, titles and interests in and to the MINNIE invention, a 30ml sanitizing spray cleanser, including all associated Intellectual Property, Intellectual Property Rights and any Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon, including the Application for Letters Patent of the United States entitled "PORTABLE SPRAY BOTTLE," as further defined and described herein; and,

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties stated in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by this reference.
2. **Assignment of Intellectual Property and Intellectual Property Rights.** In consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over, unto Assignee, its successors, legal representatives and assigns, the entire rights, title and interests held by Assignor in and to the MINNIE products, inventions and any prior, current, pending and/or future applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said products, inventions and applications, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, as well as all neighboring and related rights to the products and/or inventions including any and all Intellectual Property, Intellectual Property Rights, design patents, utility patents, copyrights, trademarks and service marks, trade secrets, designs, and trade dress, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full extent permitted under applicable law, statute or regulation and to the full end of the term or terms for which Letters

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Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

a. **Intellectual Property.** The Parties hereby acknowledge and agree that the term "Intellectual Property" includes, but is not limited to, any and all intellectual property and tangible embodiments thereof, including without limitation, inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, software and coding, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship.

b. **Intellectual Property Rights.** The Parties hereby acknowledge and agree that the term "Intellectual Property Rights", includes, but is not limited to, all rights in, to and under, patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.

3. **Assignor Representations and Covenants.** Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the owner of the entire rights, title and interests in and to the Intellectual Property and Assignor has not previously licensed, pledged, assigned, or encumbered the rights, titles and/or interests held by Assignor in the above-mentioned inventions, any prior, current, pending or future application for Letters Patent, and/or in the Intellectual Property or Intellectual Property Rights, and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

4. **Assignor Assurances.** Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, Intellectual Property, Intellectual Property Rights and/or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for

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Letters Patent for said inventions, Intellectual Property and/or Intellectual Property Rights, in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

5. **Issue of Letter Patents.** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions, Intellectual Property, Intellectual Property Rights, and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns. Assignor also hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

PARKER IBRAHIM & BERG LLC

All practitioners at Customer Number 127660.

6. **Date of Assignment.** Assignor acknowledges an obligation of assignment of the inventions, the Intellectual Property and Intellectual Property Rights to Assignee, at the time the inventions were made.

7. **Survival.** All representations and warranties contained herein shall survive the execution and delivery of this Agreement, and the execution and delivery of any other document or instrument referred to herein.

8. **Applicable Law.** This Agreement shall be subject to and governed by the laws of the State of New York, without regard to conflict of law rules. The Parties hereby consent that jurisdiction is proper in the State of New York for any action arising out of, under or in connection with this Assignment and Agreement, and that venue is proper exclusively in New York, for any action arising out of this Assignment and Agreement.

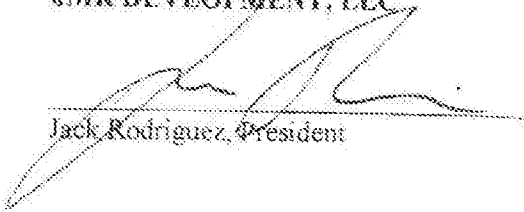
9. **Counterparts.** Assignor and Assignee each agree that this Assignment and Agreement shall be binding upon execution, may be executed in counterparts and facsimile signatures shall be deemed originals.

10. **Authority.** Each person(s) executing this Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

IN WITNESS WHEREOF, the Parties have executed this Assignment and Agreement as of the date set forth below.

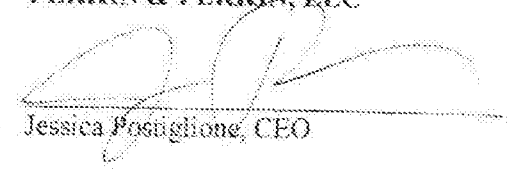
Dated: 7/12, 2017

JMR DEVELOPMENT, LLC


Jack Rodriguez, President

Dated: 7/12, 2017

PERKIN & PERKIN, LLC


Jessica Postiglione, CEO