504497558 08/10/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4544261

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DALE RICHARD WATERS	07/12/2017
SUSAN MARIE WATERS	07/12/2017

RECEIVING PARTY DATA

Name:	BREATHABLEBABY, LLC	
Street Address:	2841 HEDBERG DRIVE	
City:	MINNETONKA	
State/Country:	MINNESOTA	
Postal Code:	55305	

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	14451914
Application Number:	15589623
Application Number:	14820269
Application Number:	15187343
Application Number:	15012365
Application Number:	14682877
Application Number:	14577959

CORRESPONDENCE DATA

Fax Number: (612)260-8010

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.

Phone: (612) 260-9072 **Email:** skruse@cozen.com

Correspondent Name: UDE LU

Address Line 1: COZEN O'CONNOR

Address Line 2:33 SOUTH 6TH STREET, SUITE 3800Address Line 4:MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	BREATHABLEBABY VARIOUS
NAME OF SUBMITTER:	UDE LU
SIGNATURE:	/Ude Lu/

PATENT 504497558 REEL: 043256 FRAME: 0419

DATE SIGNED:	08/10/2017
Total Attachments: 4	
source=BRBYAssignment#page1.tif	
source=BRBYAssignment#page2.tif	
source=BRBYAssignment#page3.tif	
source=BRBYAssignment#page4.tif	

PATENT REEL: 043256 FRAME: 0420

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this Zday of Luy, 2017, by Dale Richard Waters and Susan Marie Waters (hereinafter referred to as Assignors), residing at 1593 Wexford Circle, Eagan, MN 55122;

WHEREAS, Assignors have invented certain new and useful improvements set forth in the Patent applications for Letters Patent of the United States, already filed and listed in Appendix A attached hereto; and

WHEREAS, BreathableBaby, LLC, a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 2841 Hedberg Drive, Minnetonka, MN 55305 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Applications for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do self, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said applications, and any and all Letters Patents in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patents, and all rights under the International Convention for the Protection of Industrial Property, 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 end of the term or terms for which Letters Patents may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant 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, Assignors are the sole and lawful owners of

]

LEGAL\31528363\1

the entire right, title and interest in and to the said inventions and applications for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors 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 Patents and applications for Letters Patents for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent applications for Letters Patents, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions 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.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patents of the United States to Assignee, as Assignee of said inventions and the Letters Patents to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant 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:

COZEN O'CONNOR

All practitioners at Customer Number 27799

AND Assignors acknowledge an obligation of assignment of these inventions to Assignee at the time the inventions were made.

2

Date: <u>7-12-17</u>

Signature

Dale Richard Waters

Date: <u>7-12-17</u>

Signature:

Susan Marie Water:

3

Appendix A

Application No.	Title
14/451,914	Breathable Garment and Method of Use
15/589,623	Crib Shield System and Other Breathable Apparatus
14/820,269	Crib Shield System and Other Breathable Apparatus
15/187,343	Crib Shield System and Other Breathable Apparatus
15/012,365	Breathable Pillow
14/682,877	Breathable Mattress Pad and Sleeping Accessories
14/577,959	Pocket Swaddle

4

RECORDED: 08/10/2017