# 504604780 10/20/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4651492

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYAN	CE: ASSIGNMENT	
SEQUENCE:	1	
CONVEYING PARTY DA	TA	
	Name	Execution Date
ISAAC S. DANIEL		10/20/2017
RECEIVING PARTY DAT	Δ	
Name:	THE F3M3 COMPANIES, INC.	
Street Address	3401 SW 160TH AVE SUITE 430	

Street Address:	3401 SW 160TH AVE SUITE 430
City:	MIRAMAR
State/Country:	FLORIDA
Postal Code:	33027

## **PROPERTY NUMBERS Total: 8**

Property Type	Number
Patent Number:	8517263
Patent Number:	D730899
Patent Number:	8915423
Application Number:	29507699
Patent Number:	D713840
Application Number:	14493133
Application Number:	61643121
Patent Number:	8991696

## CORRESPONDENCE DATA

Fax Number:

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.			
Email:	ALBERTO.INTERIAN@ISAACDANIELGROUP.COM		
Correspondent Name:	THE F3M3 COMPANIES, INC.		
Address Line 1:	3401 SW 160TH AVE SUITE 430		
Address Line 4:	MIRAMAR, FLORIDA 33027		
NAME OF SUBMITTER:	ALBERTO INTERIAN III		
SIGNATURE:	/ALBERTO INTERIAN III/		

10/20/2017

DATE SIGNED:

	This document serves as an Oath/Declaration (37 CFR 1.63).			
Total Attachments: 4				
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source=ID_TO_F3M3_ASSIGNMENT#page2.tif				
source=ID_TO_F3M3_ASSIGNMENT#page3.tif				
source=ID_TO_F3M3_ASSIGNMENT#page4.tif				

#### ASSIGNMENT OF PATENT AND ASSOCIATED RIGHTS

This Patent Assignment ("Assignment" or "Agreement") is by and between Isaac S. Daniel of Parkland, Florida and Miramar, Florida ("Assignor") and The F3M3 Companies, Inc. with offices at 3401 SW 160<sup>th</sup> Avenue, Suite 430, Miramar, Florida 33027 ("Assignee"), a company organized and existing under the laws of state of Delaware, and shall be effective as of the date and time it is last signed by a party hereto.

#### RECITALS

A. Assignor is the sole inventor of the patents and patent applications set forth on Schedule A ("Patents"); and

B. Assignor desires to assign to Assignee, or confirm prior assignments of any or all of the Patents to Assignee, and Assignee desires to accept from Assignor, his entire right, title and interest in and to the Patents, and the rights set forth below.

#### AGREEMENT

NOW THEREFORE, in view of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's rights, titles and interests in, to and under the following:

(a) the Patents and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all other inventions set forth therein which Assignor possess any rights;

(b) all rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the Patents provided under the applicable law of any government's jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications and license recordations, and all rights derived from agreements relating to the Patents granted by Assignor to any third party;

(c) any and all claims and causes of action, with respect to any of the Patents or Licenses, whether accruing before, on or after the Effective Date, including, without limiting the generality of the foregoing, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default.

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# 2. Recordation and Further Actions.

(a) Assignor authorizes the Commissioner for Patents for the United States Patent and Trademark Office ("USPTO") and the appropriate officers of the USPTO and all other jurisdictions in which any of the Patents are or may be recorded, registered or pending, to record and register this Patent Assignment upon request by Assignee. Assignor hereby grants Assignee a limited power of attorney to prepare and execute any and all such documents as may be necessary to perfect and record this Assignment with the USPTO, or any other government body or intellectual property registrar. Additionally, if Assignee reasonably believes it is desirable or necessary, Assignor shall execute any and all documents, including assignments, transfers and related powers of attorney, and take all other further actions as may be necessary or reasonably requested by Assignee to effect, record, perfect or enforce the transfers set forth in this Patent Assignment and ensure that all right, title and interest in and to the Patents and all registrations and recordations thereof, are properly assigned to Assignee, its successors and assigns in accordance with this Patent Assignment.

(b) Without limiting any of the foregoing provisions of this Section 2, Assignor hereby warrants and represents that he, his employees, consultants, directors and agents shall testify in connection with any administrative or legal proceedings affecting any right, title, interest or benefit of Assignee in, to or under the assigned Patents and perform any other acts as Assignee may deem reasonably necessary or desirable to carry out the intents and purposes of this Patent Assignment. Assignee shall reimburse Assignor for all costs reasonably incurred by Assignor while performing its obligations under this Section 2.

(c) Assignor further agrees to: (i) cooperate with Assignee in the enjoyment of the rights transferred herein; (ii) execute, verify, acknowledge and deliver all such further papers, including further instruments of transfer; and (iii) perform such other acts as Assignee lawfully may request to exercise its rights in the Claims for Infringement.

3. <u>General</u>.

(a) Entire Agreement. This Assignment, together with all related exhibits and schedules, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supercede all prior understandings and agreements, both written and oral, with respect to such subject matter.

(b) Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

(d) Interpretation. When a reference is made in this Agreement to Sections, Exhibits, Appendices or Schedules, such reference shall be to a Section of or Exhibit, Appendix or Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

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The phrases "the date of this Agreement," "the date hereof" and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the Effective Date. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

(e) Reformation and Severability. If any section or provision of this Agreement is held to be invalid or unenforceable, to the maximum extent permitted by law, the court shall equitably reform the section or provision to give effect to the parties' intents and purposes. Each section or provision of this Agreement constitutes a separate and distinct undertaking. If any such unenforceable section or provision is not reformable, the court shall sever it from this Agreement and give effect to the remaining enforceable sections and provisions.

(f) Governing Law. All matters arising out of or relating to this Patent Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the state of Florida without giving effect to any choice or conflict of law provision or rule (whether of the state of Florida or any other jurisdiction).

(g) Jurisdiction and Venue. Venue for any dispute arising out of this Agreement shall only be proper in courts of competent jurisdiction in Broward County, Florida, and each party submits to the jurisdiction of the foregoing courts.

(h) Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. Further, each party represents and warrants that it is not prohibited to enter into this agreement, or in any way encumbered in performing such party's obligations hereunder, by any contractual, legal, or other third party or governmental obligation.

(i) Further Actions. Each party agrees to take all such other and further actions as may be necessary to carry out the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the parties set forth their hands below.

**ISAAC S. DANIEL** (Assignor) By:

Isaac S. Daniel, Individually Dated: October 20, 2017 Time: 5:30 PM ET

THE F3M3 COMPANIES, INC. (Assignee)

Bunka

By: Isaac S. Daniel, President Dated: October 20, 2017 Time: <u>5:30 PM\_ET</u>

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#### SCHEDULE A

United States Utility Patent No. 8,517,263 (issued from U.S. App. Ser. No. 13/041,974)

United States Design Patent No. D730,899 (issued from U.S. D. App. Ser. No. 29/446,855)

United States Utility Patent No. 8,915,423 (issued from U.S. App. Ser. No. 13/968,582)

Pending United States Design Patent App. Ser. No. 29/507,699

United States Design Patent No. D713,840 (issued from U.S. D. App. Ser. No. 29/469,092)

Pending United States Utility Patent App. Ser. No. 14/493,133

United States Provisional Patent App. Ser. No. 61/643,121

United States Utility Patent No. 8,991,696 (issued from U.S. App. Ser. No. 13/888,202)

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**RECORDED: 10/20/2017**