# 504668314 12/02/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4715036

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
RONNIE E. SMITH	08/01/2014

## **RECEIVING PARTY DATA**

Name:	TOTALLY NEW TECHNOLOGIES LLC	
Street Address:	2817 WEST END AVE, #126-231	
City:	NASHVILLE	
State/Country:	TENNESSEE	
Postal Code:	37203	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15115356

### **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.

**Phone:** 7037250817

**Email:** shane.cortesi@cortesilaw.com

Correspondent Name: SHANE CORTESI

Address Line 1:3200 WEST END AVE, SUITE 500Address Line 4:NASHVILLE, TENNESSEE 37203

ATTORNEY DOCKET NUMBER:	PODPCT2	
NAME OF SUBMITTER:	SHANE CORTESI	
SIGNATURE:	/Shane V. Cortesi, Reg. No. 56853/	
DATE SIGNED:	12/02/2017	

### **Total Attachments: 10**

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PATENT REEL: 044281 FRAME: 0720

# ASSIGNMENT

This writing confirms that, by agreements executed October 4, 2012 and January 18, 2013, I, Ronnie E. Smith, residing at 604 Wallace Dr., Goodlettsville, TN 37072 assigned the entire right, title and interest in and to my invention for a pool skimmer system to Totally New Technologies LLC, a Tennessee limited liability company. A redacted copy of these assignments is attached hereto as Exhibit A.

In consideration of one dollar (\$1.00) and for other good and valuable consideration, of which receipt is acknowledged, to the extent that, as of July 31, 2014, I hold any right, title or interest in or to the pool skimmer system invention invented by me described in International Patent Application as PCT/US2014/48930, I, Ronnie E. Smith, hereby sell, transfer and assign to Totally New Technologies LLC the entire right, title and interest in and to the pool skimmer system invention invented by me as described in said International Patent Application, in and to said International Patent Application, and in and to any and all patents and applications in any and all countries, including all divisions, continuations, continuations-in-part, reissues, and extensions thereof, resulting from the filing of or claiming priority to said International Patent Application. I further authorize and request any official whose duty it is to issue patents to issue any patent on said invention or resulting therefrom to Totally New Technologies LLC, or its successors, assigns or nominees, and I agree that on request and without

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further consideration, but at the expense of Totally New Technologies LLC, I will testify in any legal proceedings, sign all lawful papers, execute all divisionals, continuations, continuations-in-part, and reissue applications, make all rightful oaths, and generally aid Totally New Technologies LLC, its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

Ronnie E. Smith

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# EXHIBIT A

## ASSIGNMENT

This writing confirms that, by an agreement executed October 4, 2012, I, Ronnie Eugene Smith, residing at 604 Wallace Dr., Goodlettsville, TN 37072 assigned the entire right, title and interest in and to my invention for a pool skimmer system to Totally New Technologies LLC, a Tennessee limited liability company. A redacted copy of this assignment is attached hereto as Exhibit A.

In consideration of one dollar (\$1.00) and for other good and valuable consideration, of which receipt is acknowledged, to the extent that, as of January 18, 2013, I hold any right, title or interest in or to the pool skimmer system invention invented by me as described in the U.S. patent application executed by me concurrently herewith, I, Ronnie Eugene Smith, hereby sell, transfer and assign to Totally New Technologies LLC the entire right, title and interest in and to the pool skimmer system invention invented by me as described in said U.S. patent application, in and to said U.S. patent application, and in and to any and all patents and applications in any and all countries, including all divisions, continuations, continuations-in-part, reissues, and extensions thereof, resulting from the filing of or claiming priority to said U.S. patent application. I further authorize and request any official whose duty it is to issue patents to issue any patent on said invention or resulting therefrom to Totally New Technologies LLC, or its successors, assigns or nominees, and I agree that on request and without further consideration, but at the expense of Totally New Technologies LLC, I will testify in any legal proceedings,

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sign all lawful papers, execute all divisionals, continuations, continuations-in-part, and reissue applications, make all rightful oaths, and generally aid Totally New Technologies LLC, its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

<sup>™</sup>Ronnie Eugene`Şmj**th** 

Date

# EXHIBIT A

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# OPERATING AGREEMENT FOR TOTALLY NEW TECHNOLOGIES LLC

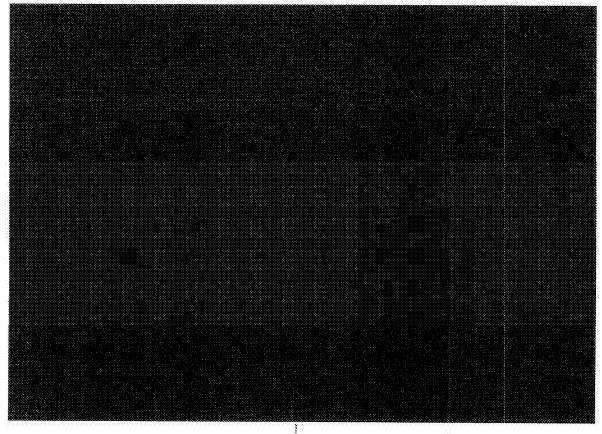
This Agreement for Totally New Technologies LLC (hereinafter referred to as the "LLC"), is made effective on the 178 day of <u>October</u> 2012, by and between Ron Smith, (hereinafter referred to jointly as the "Members" and singly as a "Member").

#### WITNESSETH

WHEREAS, the Members have caused the LLC to be formed pursuant to the laws of the state of Tennessee by the filing of an Articles of Organization for the LLC (hereinafter the "Articles of Organization") with the Tennessee Secretary of State; and

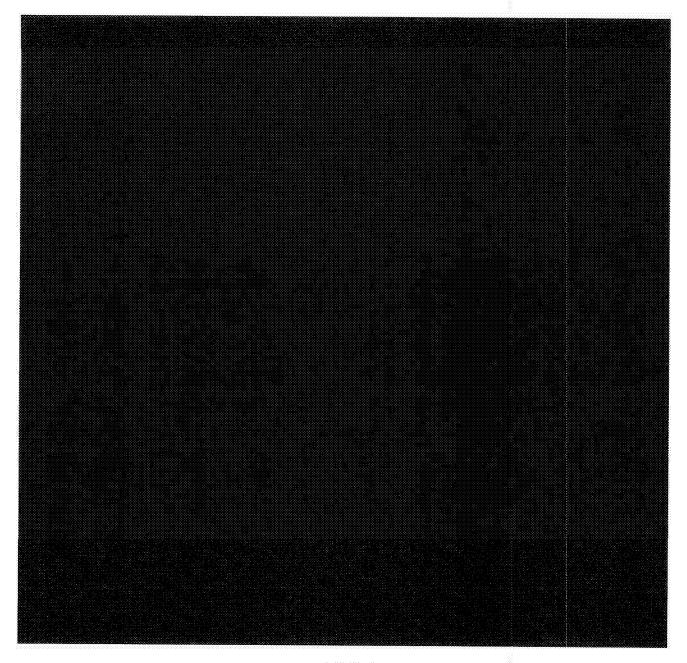
WHEREAS, the Members wish to enter into this Agreement to set forth their rights, duties and obligations with respect to the LLC, upon the terms and subject to the conditions set forth herein.

THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:



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# ARTICLE 4

# ASSIGNMENT OF RIGHTS

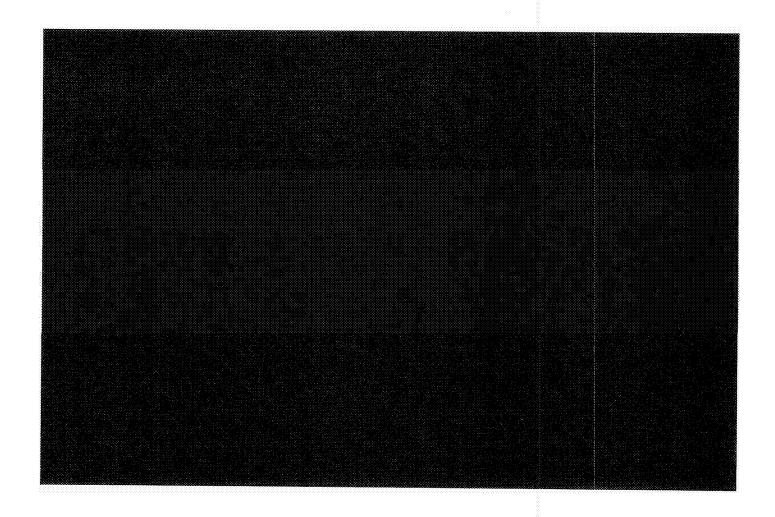
4.1 For purposes of this Agreement, "Intellectual Property" shall include any and all intellectual property including but not limited to inventions, whether or not patentable, software codes and programs, copyrightable works, mask works, know-how, and

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registered and unregistered trademarks.

- 4.2 In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the Members hereby acknowledge that all Intellectual Property in the swimming pool skimmer, as that invention exists at the effective date of this Agreement, as well as all Intellectual Property that has been or will be made, created, authored, conceived, discovered, reduced to practice or developed by a Member as a result of any work performed by a Member on behalf of the LLC or on behalf of any predecessor to the LLC shall belong to the LLC. Each Member hereby assigns to the LLC the entire right, title and interest to the swimming pool skimmer and all Intellectual Property that has been or will be made, created, authored, conceived, discovered, reduced to practice or developed by a Member as a result of any work performed by a Member on behalf of the LLC or on behalf of any predecessor to the LLC.
- 4.3 At the request of the Majority of Members, a Member shall cooperate in all lawful acts which may be desirable or necessary in the judgment of the Majority of Members to protect for the LLC all such Intellectual Property. The obligations of this Article 4.3 shall survive dissociation of any Member.



PATENT REEL: 044281 FRAME: 0729 In witness whereof, the Members of the LLC sign and adopt this Agreement as the operating agreement of the LLC.

Signature:

Printed Name:

124 20245, Member

Date:

