## 504738510 01/20/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4785238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
BARBARA PIETRA	08/07/2017

#### **RECEIVING PARTY DATA**

Name:	JEFFERY TROTT
Street Address:	10844 W CHERYL DRIVE
City:	SUN CITY
State/Country:	ARIZONA
Postal Code:	85351

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	8230818

#### **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:** 6023234697

**Email:** jaket6591@gmail.com

Correspondent Name: JEFF TROTT

Address Line 1: 10844 W CHERYL DRIVE
Address Line 4: SUN CITY, ARIZONA 85351

NAME OF SUBMITTER:	JEFF TROTT
SIGNATURE:	/Jeff Trott /
DATE SIGNED:	01/20/2018

**Total Attachments: 3** 

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PATENT 504738510 REEL: 045098 FRAME: 0296

## ASSIGNMENT OF RIGHTS AND ROYALTY AGREEMENT

This ASSIGNMENT OF RIGHTS AND ROYALTY AGREEMENT ("Agreement") is effective as of the latest signature date below and is by and between Barbara M. Pietra Inventor/Owner of Sea Glass Inc. and Tratt Communication, IJC.

Barbara M. Pietra Inventor:Owner of Sea Glass Inc. Laguna Beach. California ("Assignor") current mailing address is (19422 Holiday Lane, Santa Ana, Ca 92705) is owner of (1) U.S. Patent Number 8,230,818, filed February 18, 2010 and issued July 31, 2012, titled "Portable, Bedside-Mountable, Pct Bed Apparatus"; (2) U.S. Patent Number: 8,893,661, filed June 18, 2012 and issued November 25, 2014, titled "Portable, Bedside-Mountable, Pct Bed Apparatus," and (3) U.S. reissue application Serial No. 15/360,780, filed November 23, 2016 and now pending, titled "Portable, Bedside-Mountable, Pct-Bed Apparatus" (the "Patent Properties"). Trott Communication, LLC ("Assignee") desires to acquire rights in and to the Patent Properties and necessary products utilized in connection with the related "Bed Apparatus" such as the support stand. Assignee may also at his discretion transfer patent to one of its other entities or LLC's that would benefit the protection and marketability of the product without approval from Ms Pietra, however we will inform you of any such change so as to be informed of what company name the product would be marketed under.

The Assignee agrees to pay a royalty of \$2.50 per bed sold under the Patent Properties to Barbara M. Pietra for perpetuity. This includes being paid the same royalty amount of \$2.50 per Bed Apparatus based on sales from anyone that Assignee (or a further assignee) licenses, authorizes, or otherwise uses to sell or market this product. We ask that you inform us of any changes at least 30 days in advance to keep us informed of any changes in mailing address that you desire to have said checks mailed to.

Assignce agrees to make monthly royalty payments to Barbara M. Pietra for the sale of the Bed Apparatus and to pay 20% of any lump sum payment or other consideration if the Patent Properties are ever sold to a 3<sup>rd</sup> party that is outside of Assignee's current organization, excluding transferring to a new LLC that is being set up as an entity to market the product. Assignee may freely assign the Patent Properties to a further assignce provided the further assignee agrees to undertake all of Assignor's obligations hereunder.

The Assignor will not incur any cost associated with future marketing cost or expenses. Assignee will pay for any future cost related further prosecution of the Patent Properties or to foreign patents that will be sought. Assignee will make every effort to manufacture, market, and sell the product to maximize the profit potential to its fullest extent. We anticipate this venture to be a very profitable relationship for both parties and will agree to work diligently to strategically develop additional relationships that can expedite growth.

Therefore, for valuable consideration, the receipt of which is acknowledged, Assignor assigns to Assignee 100% of its right, title and interest in the invention and Patent Properties to Assignee for the entire term of the Patent Properties and any reissues or extensions and for the entire terms of any patents, reissues, or extensions that may issue from foreign applications, divisions, continuations in whole or part, or substitute applications filed claiming the benefit of the Patent. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patent Properties and any and all applications and registrations for the invention in any and all countries.

Assignor, hereby assigns to Assignee 100%, of all right, title and interest in the Invention, including:

- (1) all copyrights, trade secrets, trademarks and associated good will and all patents which may be granted on the Invention;
- (2) all applications for patents (including divisions, continuations in whole or part or substitute applications) in the United States or any foreign countries whose duty it is to issue such patents;
- (3) any reissues and extensions of such patents; and
- (4) all priority rights under the International Convention for the Protection of Industrial Property for every member country.
- (s) all web content, video's and any print media associated with the Bed Apparatus will be assumed by Assignee and any use of such site, or sites and changes made will be at the discretion of the Assignee. Assignee will have the right to transfer content to hosting company of their choice to accommodate potential growth and any cost associated with site from the date of this Agreement forward will be the responsibility of the Assignee. Assignor agrees to hold harmless Assignee of any past debt or cost associate with website, graphic design, and video content. Assignee will assume no previous debt from Sea Glass Inc, or Barbara Pietra that has been a result of developing this product.

Assignce has the right to seek to partner with any entity or person that has been connected to this product line to continue to develop said Bed Apparatus and product line associated with the Bed Apparatus. Assignce will have full access to previous relationships that may or may not be needed to continue the manufacturing and development of said product and Assignce agrees to provide any contact information and if needed make introductions to suppliers and manufactures.

Assignor warrants that: (1) Assignor is the legal owner of all right, title and interest in the Patent Properties; (2) that such

rights have not been previously licensed, pledged, assigned, or encumbered (excepting the interference proceeding with Ronald G. Wilks regarding the application which resulted in the '818 patent which terminated with a judgment for Pietra); and (3) that to the best of her knowledge this assignment does not infringe on the rights of any person. Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments, and assignments as may be necessary to vest all right, title, and interest in and to the intellectual property rights to the Invention in Assignor. Assignor further agrees to testify in any legal proceeding, sign all lawful papers and applications, and make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper protection for the Invention in all countries.

(6) Assignor has the right to review the Accounting books that are related to the sale of the Portable, Bedside-Mountable, Pet Bed Apparatus on an annual basis at her expense.

This Agreement may be signed in counterparts which shall collectively be regarded as a single document.

In case of any legal dispute the Attorneys' Fees. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Assignor Barbara M. Pietra / Sea Glass, Inc

Communication,LLC

Its: Managing Member

[SIGNATURES TO BE NOTARIZED]

Vincent E Jackson II Notary Public Maricopa County, Arizona My Comm. Expires 12-17-2020



# All-purpose Acknowledgment California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	
County of Oars	
	Poblic (here insert name and title of the officer)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of	STEVEN MCCURRY COMM. #2110559 NOTARY PUBLIC - CALIFORNIA DO ORANGE COUNTY My Commission Expires 5/6/2019
California that the foregoing paragraph is true and conject.  WITNESS my hand	Notary Seal
and official seal	
Description of Attached Document	
Type or Title of Document Assignment & Cights	And Royalty Dyamen +
Document Date 7-31-17 Number of	Pages
Signer(s) Other Than Named Above W/P	



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**PATENT** 

**RECORDED: 01/20/2018**