

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4863084

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WRITING C.L.A.W OF VIRGINIA, LLC	03/07/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THE PENCIL GRIP, INC.
<b>Street Address:</b>	21200 SUPERIOR STREET, UNIT A
<b>City:</b>	CHATSWORTH
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91311
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7794163
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	(631) 665-5064
<b>Email:</b>	asher@thepencilgrip.com
<b>Correspondent Name:</b>	ASHER PROVDA
<b>Address Line 1:</b>	21200 SUPERIOR STREET, UNIT A
<b>Address Line 4:</b>	CHATSWORTH, CALIFORNIA 91311
<b>NAME OF SUBMITTER:</b>	ASHER PROVDA
<b>SIGNATURE:</b>	/Asher Provda/
<b>DATE SIGNED:</b>	03/13/2018
<b>Total Attachments: 4</b>	
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source=Patent Transfer form-USPTO copy#page2.tif	
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source=Patent Transfer form-USPTO copy#page4.tif	

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Writing C.L.A.W of Virginia, LLC

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: The Pencil Grip, Inc.

Internal Address: \_\_\_\_\_

Street Address: 21200 Superior Street, Unit A

City: Chatsworth

State: California

Country: U.S.A. Zip: 91311

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) \_\_\_\_\_

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**4. Application or patent number(s):**

This document serves as an Oath/Declaration (37 CFR 1.63)

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) \_\_\_\_\_

7,794,163 B2

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Asher Provda

Internal Address: \_\_\_\_\_

Street Address: 21200 Superior Street, Unit A

City: Chatsworth

State: California Zip: 91311

Phone Number: (631) 665-5064

Docket Number: \_\_\_\_\_

Email Address: asher@thepencilgrip.com

**6. Total number of applications and patents involved:** 1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** \_\_\_\_\_

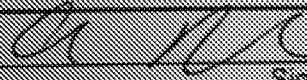
- Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

2/7/12

Date

Asher Provda, as Chief Executive Officer of The Pencil Grip, Inc.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-2143, or mailed to: Mail Stop 4 Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

## PATENT ASSIGNMENT AGREEMENT

This agreement (the "Agreement") is made and entered into this 7th day of March, 2018 (the "Effective Date"), by and between WRITING C.L.A.W OF VIRGINIA, LLC, a Virginia limited liability company (the "Assignor") and THE PENCIL GRIP, INC., a California corporation (the "Assignee").

WHEREAS Assignor is the owner of United States Patent No. US 7,794,163 B2 (dated September 14, 2010), a writing implement holding device (the "Patent"); and

WHEREAS, Assignor possesses certain other knowledge, expertise, trade secrets, and technical know-how relating to the Patent (the "Know-How"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated February 26, 2018, pursuant to which Assignee shall purchase from Assignor certain assets, including specifically, the Patent.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Ownership.** Assignor is the sole owner of the Patent and related Know-How (collectively, the "Assignor Intellectual Property"). There are no other owners, inventors, or others holding any right, title, or interest in the Assignor Intellectual Property. As used herein, Assignor Intellectual Property further includes, without limitation, any and all patent rights to any subject matter claimed or disclosed in, or otherwise covered by: (a) any pending or issued United States or foreign patent or any patent application claiming the benefit of or incorporating by reference the Patent or including the Know-how; (b) any continuing, divisional, continuation-in-part, or re-examination applications thereof; and (c) any patents issuing on continuing, continuation-in-part, or divisional applications, including reissues thereof.

2. **Assignment.** Assignor hereby assigns its entire right, title and interest in and to the Assignor Intellectual Property to Assignee and agrees to assign to the Assignee its entire right, title and interest in and to all inventions related to the Assignor Intellectual Property and to applications for United States and foreign letters patent and United States and foreign letters patent granted upon such Assignor Intellectual Property and to all copyrightable material related thereto. The assignment of, and agreement to assign, the Assignor Intellectual Property is sometimes herein referred to as the "Assignment."

3. **Further Actions.** Assignor agrees personally and for any agents, heirs, personal representatives, successors, and assigns, upon request of the Assignee, to at all times do such acts, such as giving testimony in support of the Assignment, and to execute and deliver promptly to the Assignee such papers, instruments, and documents, as from time to time may be necessary or useful in the Assignee's opinion to apply for, secure, maintain, reissue, extend, or defend the Assignee's worldwide rights in the Assignor Intellectual Property or in any or all United States letters patent and in any and all letters patent in any country foreign to the United States, so as to

secure to the Assignee the full benefits of the Assignor Intellectual Property and otherwise to carry into full force and effect the text and the intent of the assignment obligation set out in paragraph 2 above.


4. **Modification of Agreement**. This Agreement may be supplemented, amended, or modified only by the mutual, written agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5. **Entire Agreement**. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement and contemplated hereby and thereby constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties.

6. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile copies shall constitute enforceable original documents.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

THE PENCIL GRIP, INC.

By:   
Asher Provda  
Chief Executive Officer

WRITING C.L.A.W OF VIRGINIA, LLC

By: \_\_\_\_\_  
Philip R. Greer  
Manager

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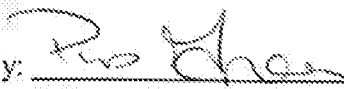
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Chief Executive Officer

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By:  \_\_\_\_\_  
Philip R. Greer  
Manager