# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT4900679

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
CLAY ALLEN BURNS	06/08/2017
MICHAEL CIRCOSTA	06/09/2017
MARIO QUINTANA SERRAHIMA	06/08/2017

### **RECEIVING PARTY DATA**

Name:	CAN'T LIVE WITHOUT IT, LLC
Street Address:	28 WEST 23RD STREET
Internal Address:	FLOOR 5
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

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

Property Type	Number
Application Number:	29637880

### CORRESPONDENCE DATA

Fax Number: (404)541-4792

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: 404-815-6500

Email: ghamrick@kilpatricktownsend.com

KILPATRICK TOWNSEND & STOCKTON LLP MAILS **Correspondent Name:** 

1100 PEACHTREE STREET Address Line 1:

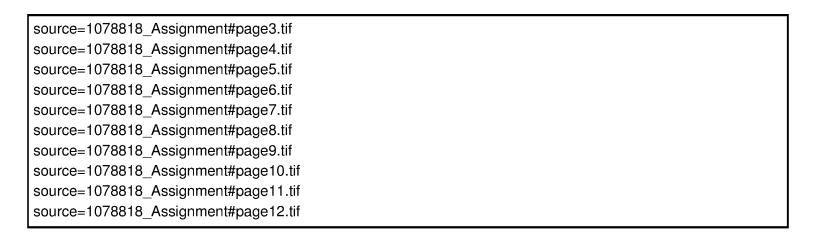
Address Line 2: **SUITE 2800** 

Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	103476-1078818
NAME OF SUBMITTER:	GINA HAMRICK
SIGNATURE:	/GINA HAMRICK/
DATE SIGNED:	04/05/2018

**Total Attachments: 12** 

source=1078818 Assignment#page1.tif source=1078818\_Assignment#page2.tif



### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

#### CONFIRMATORY PATENT ASSIGNMENT

By virtue of an Assignment entered into on June 8, 2017, by and among:

- CLAY ALLEN BURNS ("Assignor") of 255 Cabrini Blvd., #7B, New York, New York 10040; and
- Can't Live Without It, LLC ("Assignee"), a corporation organized and existing under the laws of the United States of America and having a place of business at 28 West 23<sup>rd</sup> Street, Floor 5, New York, New York 10010.

WHEREAS certain steps were effected, which included the assignment, transfer, conveyance and delivery by **Assignor** to **Assignee**, its successors, legal representatives and assigns, of **Assignor's** entire right, title and interest in, to, and under U.S. Patent Application Serial No. 29/608,704, filed June 23, 2017 and entitled *Travel Mug* (the "Application").

NOW THEREFORE, for the avoidance of doubt, Assignor hereby confirms the previous assignment and transfer for good and valuable consideration by Assignor to Assignee of all right, title and interest in, to, and under the Application, as well as any divisions, renewals, continuations and continuations-in-part thereof (including, but not limited to, U.S. Patent Application Serial No. 29/637,880, filed February 22, 2018), and all Letters Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for inventions embodied by said pending applications in any country or countries foreign to the United States, and all Letters Patent which may be granted for said inventions embodied by said pending applications in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of said pending applications in the United States which are created by any law, treaty or international convention, together with the right to sue for and recover damages for past infringement of any such patents.

The Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty is to issue patents on any such applications as aforesaid, is hereby authorized and requested to issue all Letters Patent for said inventions to **Assignee**, its successors, legal representatives and assigns, in accordance with the terms of these agreements.

IN WITNESS WHEREOF, the parties have caused this Confirmatory Patent Assignment to be signed by a duly authorized person, as of this 24 day of 600, 2018.

By: CLAY ALLEN BURNS

### ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Clay Allen Burns (hereinafter referred to as Assignor), residing at 255 Cabrini Blvd., #7B, New York, NY 10040;

	WHERE	AS,	Assignor	· has	invented	certain	new	and	useful	impro	vements	in	TRAV	'EL
MUG,	set forth	in a	Design	Pater	ıt Applic	ation of	the	Unit	ed Sta	tes, file	ed			
having	Serial No	•			; and	İ								

WHEREAS, Can't Live Without It, LLC, having its principal place of business at 28 W. 23rd Street., Floor 5, New York 10010 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Design Application of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents do sell, 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 application, and in and to any and all design, non-provisionals, provisionals, direct and indirect divisions, continuations and continuations-in-part of said application for Letters Patent, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, 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 Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants 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, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and design application above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor 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 Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, 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 application for Letters Patent, 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.

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

AND Assignor hereby grants 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:

### **DENTONS US LLP**

All practitioners at Customer Number 26263

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

IN TESTIMONY WHEREOF, I hereunto set	my hand	and seal this 8 day of June ,201	7
		Assignor, Clay Allen Burns	ais, m.
THE STATE OF NW YORK	80 80		

Before me, a notary public, on this day personally appeared Clay Allen Burns, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Oday of NM, 201.7

Notary Public, State of NG 10 Mg My commission expires 3/13/14

NADINE FLUDD

Notary Public, State of New York
No, 01FL6202698

Qualified in Kings County

Commission Expires

Page 2 of 2

### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

### CONFIRMATORY PATENT ASSIGNMENT

By virtue of an Assignment entered into on June 9, 2017, by and among:

- MICHAEL CIRCOSTA ("Assignor") of 191 Java Street, Brooklyn, New York 11222; and
- Can't Live Without It, LLC ("Assignee"), a corporation organized and existing under the laws of the United States of America and having a place of business at 28 West 23<sup>rd</sup> Street, Floor 5, New York, New York 10010.

WHEREAS certain steps were effected, which included the assignment, transfer, conveyance and delivery by **Assignor** to **Assignee**, its successors, legal representatives and assigns, of **Assignor's** entire right, title and interest in, to, and under U.S. Patent Application Serial No. 29/608,704, filed June 23, 2017 and entitled *Travel Mug* (the "Application").

NOW THEREFORE, for the avoidance of doubt, Assignor hereby confirms the previous assignment and transfer for good and valuable consideration by Assignor to Assignee of all right, title and interest in, to, and under the Application, as well as any divisions, renewals, continuations and continuations-in-part thereof (including, but not limited to, U.S. Patent Application Serial No. 29/637,880, filed February 22, 2018), and all Letters Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for inventions embodied by said pending applications in any country or countries foreign to the United States, and all Letters Patent which may be granted for said inventions embodied by said pending applications in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of said pending applications in the United States which are created by any law, treaty or international convention, together with the right to sue for and recover damages for past infringement of any such patents.

The Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty is to issue patents on any such applications as aforesaid, is hereby authorized and requested to issue all Letters Patent for said inventions to **Assignee**, its successors, legal representatives and assigns, in accordance with the terms of these agreements.

IN WITNESS WHEREOF, the parties have caused this Confirmatory Patent Assignment to be signed by a duly authorized person, as of this 27 day of 10, 2018.

Ву:\_\_

MICHAEL CIRCOSTA

### ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Michael Circosta (hereinafter referred to as Assignor), residing at 191 Java Street, Brooklyn, NY 11222;

	WH	ERE	AS,	Assignor	· has i	nvented	certain	new	and 1	useful	imp:	roven	nents	in	TRA	VEL
MUG,	set i	forth	in a	Design	Patent	t Applic	ation of	f the	Unite	ed Stat	es,	filed		eren de constant		
having	Seria	ıl No.	·			; and	1									

WHEREAS, Can't Live Without It, LLC, having its principal place of business at 28 West 23rd Street, Floor 5, New York, New York 10010 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Design Application of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents do sell, 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 application, and in and to any and all design, non-provisionals, provisionals, direct and indirect divisions, continuations and continuations-in-part of said application for Letters Patent, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, 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 Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants 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, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and design application above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor 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 Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, 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 application for Letters Patent, 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 Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Page 1 of 2

### SWEL.011DPUS

Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants 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:

### DENTONS US LLP

All practitioners at Customer Number 26263

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this  $\frac{9}{2}$  day of  $\frac{1}{2}$  ore

THE STATE OF 1000 for K

Before me, a notary public, on this day personally appeared Michael Circosta, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this Leday of Jule,

**FELIX MOISO** Notary Public - State of New York NO. 01MO6133930 Qualified in Kings County My Commission Expires Sep 19, 2017

Page 2 of 2

### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

## CONFIRMATORY PATENT ASSIGNMENT

By virtue of an Assignment entered into on June 8, 2017, by and among:

- MARIO QUINTANA SERRAHIMA ("Assignor") of 115 ½ India Street, Brooklyn, New York 11222; and
- Can't Live Without It, LLC ("Assignee"), a corporation organized and existing under the laws of the United States of America and having a place of business at 28 West 23<sup>rd</sup> Street, Floor 5, New York, New York 10010.

WHEREAS certain steps were effected, which included the assignment, transfer, conveyance and delivery by **Assignor** to **Assignee**, its successors, legal representatives and assigns, of **Assignor's** entire right, title and interest in, to, and under U.S. Patent Application Serial No. 29/608,704, filed June 23, 2017 and entitled *Travel Mug* (the "Application").

NOW THEREFORE, for the avoidance of doubt, Assignor hereby confirms the previous assignment and transfer for good and valuable consideration by Assignor to Assignee of all right, title and interest in, to, and under the Application, as well as any divisions, renewals, continuations and continuations-in-part thereof (including, but not limited to, U.S. Patent Application Serial No. 29/637,880, filed February 22, 2018), and all Letters Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for inventions embodied by said pending applications in any country or countries foreign to the United States, and all Letters Patent which may be granted for said inventions embodied by said pending applications in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of said pending applications in the United States which are created by any law, treaty or international convention, together with the right to sue for and recover damages for past infringement of any such patents.

The Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty is to issue patents on any such applications as aforesaid, is hereby authorized and requested to issue all Letters Patent for said inventions to **Assignee**, its successors, legal representatives and assigns, in accordance with the terms of these agreements.

IN WITNESS WHEREOF, the parties have caused this Confirmatory Patent Assignment to be signed by a duly authorized person, as of this 27 day of Essential 2018.

By:

MARIO QUINTANA SERRAHIMA

### ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Mario Quintana Serrahima (hereinafter referred to as Assignor), residing at 115 1/2 India Street, Brooklyn, NY 11222;

	WHER	EAS,	, Assigno	r has	invented	certain	new	and	useful	impro	vements	in	TRAVE	L
MUG,	set fortl	h in	a Design	Paten	it Applic	ation of	f the	Unite	ed Stat	tes, file	ed			<u></u> ,
having	Scrial N	O			; and	ł								

WHEREAS, Can't Live Without It, LLC, having its principal place of business at 28 W. 23rd Street., Floor 5, New York 10010 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Design Application of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents do sell, 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 application, and in and to any and all design, non-provisionals, provisionals, direct and indirect divisions, continuations and continuations-in-part of said application for Letters Patent, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, 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 Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

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AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Page 1 of 2

#### SWEL.011DPUS

Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants 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:

#### **DENTONS US LLP**

All practitioners at Customer Number 26263

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this  $\underline{\mathscr{F}}$  day of  $\underline{\mathcal{TUNE}}$ ,  $\underline{\mathcal{TUNE}}$ ,

Assignor, Mario Quintana Serrahima

THE STATE OF MW YOLK
COUNTY OF MINIS

Before me, a notary public, on this day personally appeared Mario Quintana Serrahima, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of 1017

Notary Public, State of M. W. York My commission expires 3/67/21

NADINE FLUDD

Notary Public, State of New York
No. 01FL6202698

Qualified in Kings County
Commission Expires

Page 2 of 2

RECORDED: 04/05/2018