

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4965857

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANDREW ROBERT GEARHART	05/11/2018
DOUGLAS MARSHALL JOHNSON	04/20/2018
RECEIVING PARTY DATA	
Name:	MATT & KIM INC.
Street Address:	C/O WALSH & TSEMPELIS, 277 BROADWAY, STE 510
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10007
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15912167
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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>	
Phone:	(617) 526-9706
Email:	shynes@proskauer.com
Correspondent Name:	PROSKAUER ROSE LLP
Address Line 1:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	MKM-001
NAME OF SUBMITTER:	S. JAMES BOUMIL III
SIGNATURE:	/S. James Boumil III, Reg. No. 68,465/
DATE SIGNED:	05/17/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 4	
source=MKM-001 Executed Declaration and Assginment#page1.tif	
source=MKM-001 Executed Declaration and Assginment#page2.tif	
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

INVENTOR(S): Gearhart et al. CONFIRMATION NO.: 4407
APPLICATION NO.: 15/912,167 FILING DATE: March 5, 2018
TITLE: PERCUSSIVE BEATER WITH TRANSDUCER

DECLARATION PURSUANT TO 37 C.F.R. § 1.63 AND ASSIGNMENT

I. DECLARATION

As the below named inventor, I hereby make the following declarations with respect to the above-identified patent application:

The above-identified application was made or authorized to be made by me;

I believe that I am the original inventor or an original joint inventor of a claimed invention in the above-identified application;

I hereby state that I have reviewed and understand the contents of the above-identified application, including the claims;

I acknowledge the duty to disclose to the Patent Office all information known by me to be material to patentability as defined in 37 C.F.R. § 1.56, including for continuation-in-part applications, material information known by me which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application; and

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

II. ASSIGNMENT

WHEREAS, I, Douglas Marshall Johnson, have invented, solely or jointly, one or more inventions described in the above-identified patent application for letters patent; and

WHEREAS, Matt & Kim Inc. (hereinafter "ASSIGNEE"), a corporation having a usual place of business at c/o Walsh & Tsempelis, 277 Broadway, Ste 510, New York, NY 10007, desires to acquire an interest therein, in accordance with agreements duly entered into with me.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with my entire right, title and interest in and to said application and such letters patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such letters patent, and any right, title and interest I may have in provisional applications to which said application claims priority; said invention(s), applications and letters patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for

which said letters patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made. I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for letters patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all letters patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all letters patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein.

I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications.


I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved.

I hereby authorize and request the Director of the United States Patent and Trademark Office to issue such letters patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

III. SIGNATURE BLOCK

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the date set forth below.

Inventor:

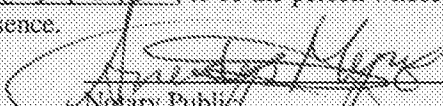

Andrew Robert Gearhart

NOTARIZATION


State/Commonwealth of New York,
County of Kings) ss


On this 11 day of May, 2018 before me, the undersigned notary public, personally appeared Andrew Robert Gearhart, proved to me through satisfactory evidence of identification, which were N.Y. License # 538 307 295, to be the person whose name is signed on the preceding or attached document in my presence.

ANEUDYS MEJIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ME6138902


Notary Public
My Commission Expires: December 27, 2021

WITNESSES Qualified in Kings County
My Commission Expires December 27, 2021

Witness Signature: 
Witness Name: Matthew Schindler
Witness Date: MAY 11, 2018

Witness Signature: 
Witness Name: Kimberly Schindler
Witness Date: MAY 11, 2018

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

INVENTOR(S): Gearhart et al. CONFIRMATION NO.: 4407
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NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with my entire right, title and interest in and to said application and such letters patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such letters patent, and any right, title and interest I may have in provisional applications to which said application claims priority; said invention(s), applications and letters patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for

which said letters patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made. I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for letters patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all letters patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all letters patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein.

I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications.

I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved.

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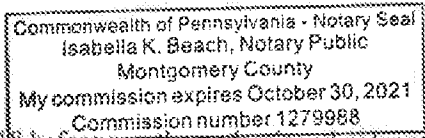
III. SIGNATURE BLOCK

IN TESTIMONY WHEREOF, I have hereunto set my hand-and affixed my seal on the date set forth below.

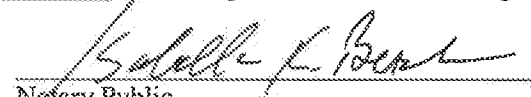
Inventor: 
Douglas Marshall Johnson

NOTARIZATION

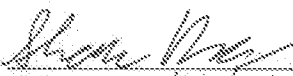
State/Commonwealth of Pennsylvania
County of Montgomery) 55

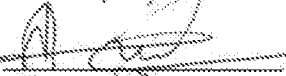


On this 20 day of April, 2018, Isabella K. Beach, Notary Public, personally appeared Douglas Marshall Johnson, proved to me through satisfactory evidence of identification, which were PA Licen #28405353, to be the person whose name is signed on the preceding or attached document in my presence.


Notary Public
My Commission Expires: 10/30/21

WITNESSES

Witness Signature: 
Witness Name: Shana Nichols
Witness Date: 4/20/2018

Witness Signature: 
Witness Name: Juca Diaz
Witness Date: 4/20/18