

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4988595

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSEPH BLOCK	06/01/2018
AUSTIN ROVETTI	06/01/2018
RECEIVING PARTY DATA	
Name:	LEFTCOAST INNOVATIONS, LLC
Street Address:	3077 W. JEFFERSON ST, STE 207
City:	JOLIET
State/Country:	ILLINOIS
Postal Code:	60435
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29598405
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	amccamey@pacificaip.com
Correspondent Name:	PACIFICA IP
Address Line 1:	475 WASHINGTON BLVD
Address Line 4:	MARINA DEL REY, CALIFORNIA 90292
ATTORNEY DOCKET NUMBER:	90064.0001
NAME OF SUBMITTER:	ANN MCCAMEY
SIGNATURE:	/Ann McCamey/
DATE SIGNED:	06/01/2018
Total Attachments: 6	
source=Shottys IP Assignment Agreement#page1.tif	
source=Shottys IP Assignment Agreement#page2.tif	
source=Shottys IP Assignment Agreement#page3.tif	
source=Shottys IP Assignment Agreement#page4.tif	
source=Shottys IP Assignment Agreement#page5.tif	
source=Shottys IP Assignment Agreement#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of May ~~31~~ 2018 (the “Effective Date”) by and among Leftcoast Innovations, LLC., an Illinois corporation (“Leftcoast”) on the one hand, and Joseph Block, an individual, residing at 13337 Beach Ave., #109, Marina Del Rey, CA 90292 , and Austin Rovetti, residing at 1123 Harrison Ave, Venice, CA 90291 (each an “Inventor”, and collectively the “Inventors”). Each of Leftcoast, Joseph Block and Austin Rovetti shall be considered a “Party”, and collectively the “Parties”.

RECITALS

WHEREAS, the Inventors have determined that it would be appropriate and desirable to place any and all intellectual property currently associated with him in the control and ownership of Leftcoast;

WHEREAS, any such intellectual property to-be-assigned was always held for the benefit and care of Leftcoast;

WHEREAS, the Parties agree there is no agreed-upon value of the intellectual property that is subject to this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 “Assigned Intellectual Property” has the meaning set forth in Section 2.1 (Assigned Intellectual Property).

1.2 “Copyrights” means: (a) any rights in original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. § 101 et. seq.; (b) all registrations and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world; and (d) all rights in and to any of the foregoing.

1.3 “Trade Secrets” means information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) derives independent economic value, actual or potential, from not being generally known to, and (b) not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (c) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

1.4 “Intellectual Property” means all rights in Copyrights, Patents, Trade Secrets and Trademarks, and any other proprietary rights relating to intangible property anywhere in the world, and all registrations and applications related to any of the foregoing and analogous rights thereto anywhere in the world.

1.5 “Patents” means: (a) patents and patent applications, worldwide, including all divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof and any counterparts worldwide claiming priority therefrom; utility models, design patents, patents of importation/confirmation, and certificates of invention and like statutory rights; and (b) all right in and to any of the foregoing.

1.6 “Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency, or political subdivision thereof.

1.7 “Registered Intellectual Property” means Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by any governmental or quasi-governmental agency or non-governmental registrar (whether provisional, supplemental, or otherwise), anywhere in the world.

1.8 “Trademarks” means: (a) trademarks, service marks, logos, trade dress and trade names, and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise); (b) all registrations and applications to register the foregoing anywhere in the world; (c) all goodwill associated therewith; and (e) all rights in and to any of the foregoing.

2. ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

2.1 Assigned Intellectual Property. In accordance with this Agreement, Inventors hereby sell, assign, convey, transfer and agree to deliver to Leftcoast, and Leftcoast hereby acquires from Inventors, all right, title and interest in the United States and throughout the world of Inventors in and to the following (collectively, the “Assigned Intellectual Property”):

(a) the Intellectual Property listed and as described in Exhibit A, attached to this Agreement, and all tangible embodiments of the foregoing, in any form and in any media, in the possession of Inventors or other Persons engaged or retained by Inventors, subject to all licenses and covenants not to assert with respect to any of the foregoing entered into prior to the Effective Date;

(b) the exclusive right to grant licenses and rights under and with respect to any of the Intellectual Property referenced in Section 2.1(a), and to sue for any infringement occurring before or after the Effective Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing before or after, the Effective Date; and

(c) the exclusive right to apply for and obtain statutory rights and registrations with respect to any Intellectual Property referenced in Section 2.1(a).

2.2 Mandatory Laws. If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Assigned Intellectual Property cannot be assigned as provided in Section 2.1 (Assigned Intellectual Property) (i) Inventors irrevocably agree to assign and transfer, and hereby assigns and transfers to Leftcoast all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to Section 2.1 (Assigned Intellectual Property) to the fullest extent permissible; and (ii) Inventors irrevocably agree to grant, and hereby grants, Leftcoast an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to Assigned Intellectual Property that cannot be assigned as contemplated by Section 2.1 (Assigned Intellectual Property).

3. NO REPRESENTATIONS OR WARRANTIES

LEFTCOAST ACKNOWLEDGES AND AGREES THAT THE INVENTORS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS OF ANY ASSIGNED INTELLECTUAL PROPERTY; (B) ALL SUCH ASSIGNED INTELLECTUAL PROPERTY SHALL BE TRANSFERRED ON AN "AS IS," "WHERE IS" BASIS; AND (C) LEFTCOAST SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN IT OR THEM GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, PLEDGE, LIEN, CHARGE, CLAIM OR OTHER ENCUMBRANCE OF ANY NATURE WHATSOEVER.

4. MISCELLANEOUS

4.1 Governing Law. The internal laws of the State of California (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement and its exhibits and schedules (whether arising in contract, tort, equity or otherwise).

4.2 Binding Effect and Assignment. This Agreement binds and benefits the Parties and their respective successors and assigns, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the written consent of the other party which consent may be withheld in its sole and absolute discretion and any assignment or attempted assignment in violation of the foregoing will be null and void.

4.3 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

4.4 Entire Agreement. This Agreement, together with each of the exhibits and schedules appended hereto and thereto, constitutes the final agreement between the parties, and is the complete and exclusive statement of the parties' agreement on the matters contained herein and therein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained in this Agreement are superseded by this Agreement.

4.5 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

4.6 Amendment. The parties may Amend this Agreement only by a written agreement signed by each Party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

4.7 Construction of Agreement.

(a) Where this Agreement states that a party "will" or "shall" perform in some manner or otherwise act or omit to act, it means that the party is legally obligated to do so in accordance with this Agreement.

(b) The captions, titles and headings, and table of contents, included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. When a reference is made in this Agreement to an Article or a Section, exhibit or schedule, such reference will be to an Article or Section of, or an exhibit or schedule to, this Agreement unless otherwise indicated.

(d) The words "including," "includes," or "include" are to be read as listing non-exclusive examples of the matters referred to, whether or not words such as "without limitation" or "but not limited to" are used in each instance.

(e) Any reference in this Agreement to the singular includes the plural where appropriate. Any reference in this Agreement to the masculine, feminine or neuter gender includes the other genders where appropriate.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by a duly authorized officer on the day and year first above written.

Joseph Block (as Inventor)

By: Joseph Block
Joseph Block

Date: 6.1.18

Austin Rovetti (as Inventor)

By: Austin Rovetti
Austin Rovetti

Date: 6/1/18

LEFTCOAST INNOVATIONS, LLC

By: Joseph Block

Name: Joseph Block

Title: Managing director

EXHIBIT A

INVENTORS' INTELLECTUAL PROPERTY

1. That certain design patent, currently pending before the United States Patent and Trademark Office, for a new, original, and ornamental design for a SQUEEABLE CUP FOR GELATIN-TYPE PRODUCTS, with application serial number 29598405 and all related artwork, images, work-product, documents, writings and submissions.