504943850 06/04/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4990597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
TODD R. SPENCER	08/04/2017

# **RECEIVING PARTY DATA**

Name:	CRUISER ACCESSORIES, LLC	
Street Address:	19475 BEACON LITE ROAD	
City:	MONUMENT	
State/Country:	COLORADO	
Postal Code:	80132	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15997432

# **CORRESPONDENCE DATA**

**Fax Number:** (719)531-0996

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:** 719-531-0994 **Email:** Igould@rwsoft.com

Correspondent Name: LINDA FLEWELLEN GOULD
Address Line 1: 1665 BRIARGATE BLVD. #101

Address Line 4: COLORADO SPRINGS, COLORADO 80920

ATTORNEY DOCKET NUMBER:	PEARLESQUEUTILITY	
NAME OF SUBMITTER:	LINDA GOULD	
SIGNATURE:	/Linda Gould/	
DATE SIGNED:	06/04/2018	

# **Total Attachments: 2**

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PATENT 504943850 REEL: 045983 FRAME: 0137

#### PATENT ASSIGNMENT AGREEMENT

This Pro Hac Nunc Patent Assignment Agreement is effective as of July 10th, 2017 between Todd R. Spencer of Cruiser Accessories, LLC, a limited liability company organized in the state of Colorado ("Assignors") and Cruiser Accessories, LLC a limited liability organized in the state of Colorado, ("Assignee"), collectively the ("Parties").

#### **RECITALS**

- A. Assignors are the collective designers of the Pearlesque License Plate Frame #18250 (the "Frame").
- Assignee is in the business is making, commercializing, and selling license plate frames.
- C. Assignors wish to assign and Assignee wants to receive all of the Assignors' right, title and interest in the Frame, so Assignee can sell the Frame through its business, dealers and distributors.

#### **AGREEMENT**

The Parties therefore agree as follows: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

- Assignors hereby sell, transfer and assign to Assignee all of the Assignors' right, title
  and interest in the Frame as they exist anywhere in the world and as may be created
  or acquired at any date in the future.
- 2. This Assignment includes without limitation all applications and registrations for securing any intellectual property of the Frame, all priority rights or claims based on International Conventions, all rights to proceeds of the Frame, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of Assignors, and the right to take proceedings and to seek damages and all other available remedies, against third parties for past, present, or future infringement of the Frame.
- Assignors represent and warrant that they are the designers of the Frame, they have not sold or transferred the Frame to any third party; that to its knowledge, no third party has taken or used the Frame without authorization and it has the authority to enter into this Agreement.
- 4. Assignors shall execute and deliver any other documents and perform any other reasonable acts Assignee may request, in order to vest all of Assignors' right, title and interest in and to the Frames and establish Assignee's rights in the Frame and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignors.
- 5. The Parties' rights and obligations stated herein shall be binding upon successors and assigns of the Parties.

PATENT REEL: 045983 FRAME: 0138

- 6. This Agreement is the entire agreement among the Parties regarding the Frame. This Agreement cannot be changed or modified except by a written document signed by both parties. This Agreement supersedes any agreements, whether written or verbal, previously entered into between Company and Cruiser. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns, subject to Section 5 above. Neither party has entered into this Agreement based on representations other than those contained in this Agreement.
- 7. This Agreement may be executed in counter-parts. Each party represents and warrants that the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement.
- 8. Any dispute related to this Agreement and the interpretation of this Agreement shall be decided in accordance with the laws of the State of Colorado. The parties acknowledge that in any litigation related to the enforcement or interpretation of this Agreement, jurisdiction and venue shall be proper in El Paso County, Colorado. In the event of such litigation, the prevailing party shall be reimbursed for attorney's fees and costs by the party in default of this Agreement.
- If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.
- 10. Failure of to enforce any provision of this Agreement will not in any way be construed as a waiver of such provision or any other provision of this Agreement. Waiver of any breach of this Agreement will not be held to be a waiver of any other subsequent breach.

The Parties signed this Agreement effective on the date stated in the introductory clause.

Todd R. Spencer

Cruiser Accessories, LLC

By: Lodd K. Spince

Name: Todd R. Spencer

Date: AVG 4th - 2017

State of Colorado )

) S.S. County of El Paso )

Subscribed and sworn to

before me this 4 day of

ELENA HAYES Notary Public State of Colorado Notary ID 19874085194 My Commission Expires Jul 31, 2018

Notary Public