504945408 06/05/2018

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MIND ROCKET, LLC	10/09/2017

RECEIVING PARTY DATA

Name:	SLEEP SHEPHERD, LLC	
Street Address:	5053 NORTH 30TH STREET	
City:	COLORADO SPRINGS	
State/Country:	COLORADO	
Postal Code:	80919	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9764110

CORRESPONDENCE DATA

Fax Number: (719)358-2264

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.

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ATTORNEY DOCKET NUMBER:	SLSH P001
NAME OF SUBMITTER:	MICHAEL C. MARTENSEN
SIGNATURE:	/Michael C. Martensen, Reg. No. 46901/
DATE SIGNED:	06/05/2018

Total Attachments: 3

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PATENT 504945408 REEL: 045992 FRAME: 0268

ASSIGNMENT

WHEREAS, Mind Rocket, LLC., a Limited Liability Company organized and existing under the laws of the State of Colorado having a principal place of business and mailing address at 1047 Elkton Drive, Colorado Springs, CO 80907, USA (hereinafter referred to as ASSIGNOR) is desirous of assinging the full and exclusive right, title and interest in, to and under the INVENTION and the APPLICATION; as set forth in an application for United States Letters Patent, entitled:

BINAURAL SLEEP INDUCING SYSTEM

now United States Non-Provisional Patent Application Number 14219553 filed on March 19, 2014 now issued as US Patent No. 9,764,110 (hereinafter referred to as APPLICATION or INVENTION) and the trademark

SLEEP SHEPHERD

Application No.: 85/898,923, Registration No.: 4748450, (hereafter TRADEMARK) International Class 010, together with the goodwill of the business connected with the use of, and symbolized by the TRADEMARK to Sleep Shepherd, LLC, a Limited Liability Company organized and existing under the laws of the State of Colorado, having a principal place of business and mailing address at 5053 N. 30th Street, Colorado Springs, CO 80919, USA, (hereinafter referred to as ASSIGNEE);

WHEREAS, Sleep Shepherd, LLC, a Limited Liability Company organized and existing under the laws of the State of Colorado, having a place of business and mailing address at 5053 N. 30th Street, Colorado Springs, CO 80919, USA is desirous of acquiring the full and exclusive right, title and interest in, to and under the INVENTION, the APPLICATION and the TRADEMARK from Mind Rocket, LLC;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title, and interest including any right of priority in the United States (including its territories and dependencies) and all countries foreign thereto in, to, and under the INVENTION, the APPLICATION, and any other United States applications (including provisional, non-provisional, divisional, continuing and reissue applications, and any applications claiming priority from the APPLICATION) based in whole or in part on the APPLICATION or in whole or in part on the INVENTION, and any patents (including extensions thereof) of any country that have been or may be granted on any of the aforesaid applications or on the INVENTION or any part thereof, and any right to priority to the APPLICATION;

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PATENT REEL: 045992 FRAME: 0269 NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title, and interest to the TRADEMARK registration and trademark application hereto and all issuances, extensions, and renewals thereof together with the goodwill of the business connected with the use of, and symbolized by, the TRADEMARK, all rights of any kind whatsoever of ASSINGOR accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

ASSIGNOR hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States of America and any and all foreign Patent Offices to issue any and all United States Patents and Register any Trademarks and said foreign patents that may be granted on the aforesaid applications or on the INVENTION or any part thereof and of any Trademarks related to the TRADEMARK, in the name of ASSIGNEE;

ASSIGNOR hereby grants the attorney of record the power to insert on this agreement any further identification that 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;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this sale, assignment and transfer, and that the ASSIGNOR has the rights, titles, and interests to convey as set forth herein;

ASSIGNOR further covenants that upon ASSIGNEE's request they will provide promptly to ASSIGNEE all pertinent facts and documents relating to the aforesaid applications and the INVENTION as may be known and accessible to each ASSIGNOR, and each ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE, or its legal representatives, or its successor without further consideration any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the aforesaid applications that may be deemed necessary or desirable by ASSIGNEE to carry out the purposes hereof;

ASSIGNOR further acknowledges that any willful false statement made in this

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declaration and assignment is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both; AND

The undersigned hereby grant to the practitioners at Customer Number 15360 (MartensenIP) the power to insert on this document any further identification necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment

Date: 10/9/17 Michael C. Larson

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RECORDED: 06/05/2018

PATENT REEL: 045992 FRAME: 0271