

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5002674

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOE LAU	05/25/2018
RECEIVING PARTY DATA		
Name:	SEABRELLA LLC	
Street Address:	704 WEST BAY STREET	
City:	TAMPA	
State/Country:	FLORIDA	
Postal Code:	33606	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	29599391	
Application Number:	29642050	
Application Number:	29642054	
Application Number:	29529078	
CORRESPONDENCE DATA		
Fax Number:	(248)566-8523	
<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:	(248) 566-8522	
Email:	jlyons@honigman.com	
Correspondent Name:	THOMAS J. APPLIEDORN	
Address Line 1:	39400 WOODWARD AVENUE, SUITE 101	
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48304	
ATTORNEY DOCKET NUMBER:	265127-431759	
NAME OF SUBMITTER:	THOMAS J. APPLIEDORN	
SIGNATURE:	/Thomas J. Appledorn/	
DATE SIGNED:	06/12/2018	
Total Attachments: 6		
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ASSIGNMENT OF PROPRIETARY RIGHTS

This ASSIGNMENT OF PROPRIETARY RIGHTS (this “**Assignment**”), dated as of May 25, 2018 is made by and between Joe Lau, an individual (the “**Owner**”), and Seabrella LLC, a Florida limited liability company (the “**Buyer**”). Capitalized terms not otherwise defined in this Assignment will have the meanings given to them in the Purchase Agreement (as defined in Recital A below).

RECITALS

A. The Owner, the Buyer and Lau International Group, LLC are parties to an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which the Owner has agreed to sell, assign, transfer and deliver the Purchased Assets, including the Owner’s Proprietary Rights, to the Buyer.

B. The parties desire to effect the sale, assignment, transfer and delivery of the Owner’s Proprietary Rights to the Buyer, with the Owner selling, assigning, transferring and delivering all of his Proprietary Rights to the Buyer, and the Buyer accepting all such Proprietary Rights as set forth below.

C. This Assignment is being executed and delivered at the Closing pursuant to the Purchase Agreement.

NOW, THEREFORE, for the consideration described in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Proprietary Rights.** The Owner hereby irrevocably sells, assigns, transfers and delivers to the Buyer, and its successors and assigns forever, free and clear of all Liens, all of the Owner’s right, title and interest, of whatever kind, throughout the world, in and to the Owner’s Proprietary Rights used in or related to the Business, including more specifically, but without limitation, any and all of the Owner’s: (i) patents and patent applications set forth in **Exhibit A** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”); (ii) trademarks, service marks, trade names, domain names and all applications therefor (the “**Marks**”) together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks and as further detailed in the attached **Exhibit B**; and (iii) all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States of America or any foreign country, now or hereafter in effect.

2. **Rights.** The foregoing sales, assignments and transfers all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, the Owner agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by the Buyer of such Proprietary Rights, or assist any third party in any of the foregoing.

3. Further Assurances. The Owner will promptly take such action at the Buyer's expense, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by the Buyer to vest, secure, and perfect, the rights and interests of the Buyer in, to and under the Owner's Proprietary Rights.

4. Conflict with Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

5. Recordation. The Owner hereby authorizes the Commissioner of Trademarks of the U.S. Patent and Trademark Office and any other appropriate national, foreign, federal and state government officials, to record this Assignment upon request by the Buyer or its representatives and to issue one or more new certificates of registration in the Buyer's name.

6. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Owner and the Buyer.

7. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. Governing Law. This Assignment shall be construed in accordance with the laws of the State of Florida, without giving effect to the choice of law principles thereof or of any other jurisdiction.

9. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment of Proprietary Rights to be duly executed as of the date first above written.


BUYER:

SEABRELLA LLC

By: _____

Name: _____

Title: _____


SERGIO DIAZ
PRESIDENT

OWNER:

JOE LAU

IN WITNESS WHEREOF, the parties have caused this Assignment of Proprietary Rights to be duly executed as of the date first above written.

BUYER:

SEABRELLA LLC

By: _____

Name:

Title:

OWNER:

JOE LAU




EXHIBIT A – PATENTS

Patents (Pending)

- Car Sticker Design Patent, USPTO Application No. 29599391
- Diaper Bag Backpack Design Patent, USPTO Application No. 29642050
- Portable Changing Pad Design Patent, USPTO Application No. 29642054

Patents (Refused)

- Stroller Organizer Design Patent, USPTO Application No. 29529078

EXHIBIT B – MARKS

Trademarks

- ETHAN & EMMA, US Registration Number: 5085635