## 504956894 06/12/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 EPAS ID: PAT5003641 Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
THOMAS WALKER	09/30/2014
MAXWELL BOGUE	09/30/2014
PETER DILWORTH	09/30/2014
DANIEL COWEN	09/30/2014

### **RECEIVING PARTY DATA**

Name:	WOBBLEWORKS INC.
Street Address:	1209 ORANGE STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29602534

### CORRESPONDENCE DATA

**Fax Number:** (949)851-9348

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:** 9498510633

**Email:** mbutler@mwe.com, IPDocketMWE@mwe.com

Correspondent Name: MCDERMOTT WILL & EMERY LLP

Address Line 1: 4 PARK PLAZA
Address Line 2: SUITE 1700

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	092749-0430
NAME OF SUBMITTER:	NATHAN S. SMITH, REG. NO. 53615
SIGNATURE:	/Nathan S. Smith/
DATE SIGNED:	06/11/2018

## **Total Attachments: 5**

source=092749-0430 AssignmentP#page1.tif source=092749-0430 AssignmentP#page2.tif

PATENT 504956894 REEL: 046063 FRAME: 0649

source=092749-0430 AssignmentP#page3.tif source=092749-0430 AssignmentP#page4.tif source=092749-0430 AssignmentP#page5.tif

> PATENT REEL: 046063 FRAME: 0650

Attorney Docket No.: 092749-0107

Page 1 of 4

#### ASSIGNMENT

WHEREAS, Thomas WALKER, an Australian citizen, residing at Room 2804, Building 4, Stage 1, XinGu Avenue, Bao'An District, Shenzhen City, Guangdong Province, China, Post Code 518131, Peter DILWORTH, a United States citizen, residing at 23 Monmouth Street, Somerville, Massachusetts 02143, Maxwell BOGUE, a United States citizen, residing at 21 Brook Street, Wellesley, Massachusetts 02482, and Daniel COWEN, a British citizen, residing at Unit 27D, Tower 2, 108 Hollywood Road, Sheung Wan, Hong Kong (hereinafter, collectively if more than one assignor, "ASSIGNOR") has invented, conceived, reduced to practice, or otherwise contributed certain technology, inventions, improvements, developments, ideas or discoveries in **HANDHELD THREE-DIMENSIONAL DRAWING DEVICE** (collectively hereinafter referred to as the "Work"), for which a U.S. design patent application, Serial No. 29/502,355 (hereinafter the "Application") was filed on September 15, 2014:

AND WHEREAS, WobbleWorks, Inc. (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 1209 Orange Street, Wilmington, Delaware 19801, desires to acquire the entire right, title, and interest in and to the said improvements and the said Applications:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Work and the Applications, and any other intellectual property rights in the Work, including, but not limited to, any trademarks, trade names, copyright rights, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights in the Work under 17 U.S.C. § 106A or otherwise, for any and all uses of the Work, and any non-provisional patent application(s) claiming priority thereto that have been or may hereafter be filed, such non-provisional patent applications, including divisions, continuations, and continuations-in-parts thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any Letters Patent or related applications for the Work which may hereafter be granted or filed for in any country or countries foreign to the United States, including all extensions, divisions, reexaminations and reissues thereof; and does hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for the Work to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sells, assigns, transfers, and conveys to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Letters Patent, before or after issuance.

AND ASSIGNOR DOES HEREBY covenants and agrees to provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

DM\_US 55114003-1.092749.0107

Attorney Docket No.: 092749-0107

Page 2 of 4

AND ASSIGNOR DOES HEREBY covenants and agrees to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Work, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Work and the Application including any improvements made thereto, any non-provisional application(s) filed therefrom, and any continuing application(s) filed from aforementioned non-provisional application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries and ASSIGNOR does hereby appoints ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNOR DOES HEREBY acknowledges that, to the best of ASSIGNOR's knowledge, the Work is patentable, and ASSIGNOR further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 30 day of september, 2014.

Thomas WALKER

STATE OF TEXAS

COUNTY OF TARRANT

ss.

On 30th Sept 20th before me, PRACOCOLIN CORRECT, (name and title of "Notary Public") personally appeared Thomas WALKER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

ASSICA CAROLIN CUTIFEA MADOPOUTOS
Notary Public, State of Texas
My Commission Expires
June 10, 2018

Notary Signature

DM US 55114003-1.092749.0107

									Pag	e 5 01	4
	TESTIMONY , 20	WHEREOF,	hereunto	set n	ny hand	and	seal	this	***************************************	day	of
				,							
			Per	ter DII	WORTH	Ī					
STATE O	F	)									
COUNTY		ss.									
the person executed t	n whose name he same in his a	before me,	the within ty, and that	instru by his	ment, and signature	d ack	nowle	dged	to me	that	he
W	ITNESS my han	d and official sea	al.								
[SEAL]			No	otary S	ignature				***************************************		
	TESTIMONY 2014:	WHEREOF,	1	2	ny hand  BOGUE	and	seal	this	30m	∢ day	of —
ar are o	T 70\145	٦		(							
COUNTY	F TEXAS	ss.									
Or personally the person executed to	appeared Max n whose name the same in his a	before me, well BOGUE, which the person	the within ty, and that	instru by his	ment, an signature	d ack on th	nowle	dged	to me	e that	he
W	ITNESS my har	nd and official sea	a1.								
[SEA]	JESSICA CAROLYN Notary Publ My Com	CUTRERA PAPADOPOULOS ic, State of Texas mission Expires ± 10, 2018		otary S	ignature	A	>				-

DM\_US 55114003-1.092749.0107

Attorney Docket No.: 092749-0107

IN TESTIMONY WHEREOF, I her September, 2014.	reunto set my hand and seal this 30th day of
	Peter DILWORTH
STATE OF COUNTY OF  ss.	
personally appeared Peter DILWORTH, who pr the person whose name is subscribed to the	manning, (name and title of "Notary Public") roved to me on the basis of satisfactory evidence to be within instrument, and acknowledged to me that he d that by his signature on the instrument the person, or , executed the instrument.
WITNESS my hand and official seal. [SEAL]	ELAINE M. MANN Notary Public Commonwealth of Massa My Commission Expires January
IN TESTIMONY WHEREOF, I her, 20	reunto set my hand and seal this day of
, 20	reunto set my hand and seal this day of  Maxwell BOGUE
STATE OF COUNTY OF  On, before me, personally appeared Maxwell BOGUE, who prothe person whose name is subscribed to the	, (name and title of "Notary Public") oved to me on the basis of satisfactory evidence to be within instrument, and acknowledged to me that he ad that by his signature on the instrument the person, or
STATE OF  COUNTY OF  On, before me, personally appeared Maxwell BOGUE, who prothe person whose name is subscribed to the executed the same in his authorized capacity, an	, (name and title of "Notary Public") oved to me on the basis of satisfactory evidence to be within instrument, and acknowledged to me that he ad that by his signature on the instrument the person, or
STATE OF COUNTY OF  On, before me, personally appeared Maxwell BOGUE, who pre the person whose name is subscribed to the executed the same in his authorized capacity, and the entity upon behalf of which the person acted	, (name and title of "Notary Public") oved to me on the basis of satisfactory evidence to be within instrument, and acknowledged to me that he ad that by his signature on the instrument the person, or

DM\_US 55114003-1.092749.0107

Attorney Docket No.: 092749-0107

Attorney Docket No.: 092749-0107

Page 4 of 4

Daniel COWEN

 $\left.\begin{array}{c} \text{STATE OF TEXAS} \\ \text{COUNTY OF TARRANT} \end{array}\right\} \quad \text{ss.}$ 

On By Sept 2017, before me, ESSCA CALOGYN (name and title of "Notary Public") personally appeared Daniel COWEN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JESSICA CAROLYN CUTRERA PAPADOPOULOS
Notary Public, State of Texas
My Commission Expires
June 10, 2018

Notary Signature

DM US 55114003-1.092749.0107

**RECORDED: 06/12/2018** 

PATENT REEL: 046063 FRAME: 0655