

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5023717

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRANDON NELSON	06/09/2018
RECEIVING PARTY DATA	
Name:	B&C NELSON, LLC
Street Address:	5455 SERRA VISTA CT
City:	STOW
State/Country:	OHIO
Postal Code:	44224
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16017061
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>	
Phone:	4406003038
Email:	dominic@frisinaip.com
Correspondent Name:	DOMINIC A. FRISINA
Address Line 1:	4600 EUCLID AVE. SUITE 420
Address Line 4:	CLEVELAND, OHIO 44103-3761
ATTORNEY DOCKET NUMBER:	17022701.002
NAME OF SUBMITTER:	DOMINIC A FRISINA
SIGNATURE:	/dominicafrisina/
DATE SIGNED:	06/26/2018
Total Attachments: 2	
source=Signed Patent Assignment Agreement_Brandon#page1.tif	
source=Signed Patent Assignment Agreement_Brandon#page2.tif	

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the Agreement) is made and effective on the date specified in the signature line hereof by and between the Assignor and **B & C Nelson, LLC** (the Assignee), a Limited Liability Company organized and existing under the laws of the state of Ohio, and having a principal place of business at **5455 Serra Vista Ct., Stow, Ohio 44224**

WHEREAS, Assignor, has invented a particular new and useful invention (the Invention);

WHEREAS, Assignee, wishes to acquire all rights, title, and interest in the Invention and any and all patent or patent applications therefor both in the United States and abroad:

NOW THEREFORE, the parties agree as follows:

1. Intellectual Property Identification. The Invention subject to this Agreement is that which is contained in US Patent Application No. 16/017,061 entitled **EMBROIDERY WORKPIECE HOLDING DEVICE** filed on 6/25/2018 as well as all related trade secrets and know-how, regardless of patentability, as well as any and all continuing applications, continuations-in-part, divisional applications, and foreign patent applications claiming the benefit of or priority to the recited application.

2. Assignment. Assignor acknowledges receipt and adequacy of good and valuable consideration in exchange for this Assignment, and by this instrument does hereby assign to Assignee and its assignees and successors in interest, the full and exclusive right, title and interest to the invention described in paragraph one (1) above, in the United States of America and all foreign countries including, without limitation, rights to any and all patents, patent applications, continuing applications, continuation-in-part applications, divisional, re-examinations, and reissues; and, applications filed under the Paris Convention, the Patent Cooperation Treaty, and/or the national law of any foreign nation including any patents that may issue or have issued therefrom. This Assignment includes the assignment of the right to recover for past infringements of, or liabilities for, any of the rights related to the Intellectual Property and/or any and all applications or patents resulting therefrom anywhere in the world. Furthermore, Assignor hereby requests that the Commissioner for Patents and Trademarks issue any Letters Patent of the United States of America to, and in the name of, Assignee; and, requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents, utility model registrations, or inventor's certificate, issue the same to, and in the name of, Assignee.

3. Cooperation. Assignor covenants and agrees to cooperate with Assignee and execute all instruments or documents requested by Assignee for the making and prosecution of any applications of any type for patent in the United States and/or any foreign countries including, but not limited to, the following: provisional, continuation, continuation-in-part, divisional, renewal or substitute, reissue, re-examination, or extension. Assignor covenants and agrees to cooperate with Assignee in any litigation regarding the invention, patents or patent applications regarding the invention, including testifying for the benefit of Assignee without further or other compensation than that provided under this Assignment. The undersigned hereby authorize(s) the assignee to insert in this Patent Assignment Agreement the serial number and filing date of the above-identified application when known.

4. Warranties of Assignor. Assignor represents and warrants to Assignee that:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) The invention, patent, and/or patent application are free of any liens, security interests, encumbrances or licenses;
- (c) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

5. Attorneys' Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

6. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

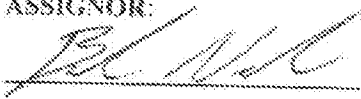
7. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

8. **Severability.** If any term, provision, covenant, warranty, or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

9. **Choice of Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Ohio without regard to the principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

 (Signature) 6-9-18 (Date)

BRANDON NELSON (Print)
5455 Sena Vista Ct., Stow, Ohio 44224 (Residential Address)

On this ____ day of _____, _____, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

(seal)

Notary Public. _____
Acting in the County of _____
State of _____
My Commission Expires _____

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