

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARITZA GONZALEZ	07/03/2018
RECEIVING PARTY DATA	
Name:	LIZBETH RIVERA
Street Address:	748 BRUCE STREET
City:	RIDGEFIELD
State/Country:	NEW JERSEY
Postal Code:	07657
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9688462
CORRESPONDENCE DATA	
Fax Number:	(212)808-4155
<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>	
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Correspondent Name:	SCARINCI HOLLENBECK
Address Line 1:	3 PARK AVENUE
Address Line 2:	15TH FLOOR
Address Line 4:	NEW YORK, NEW YORK 10016
ATTORNEY DOCKET NUMBER:	13561-1000
NAME OF SUBMITTER:	JASON LABERTEAUX
SIGNATURE:	/Jason LaBerteaux/
DATE SIGNED:	10/29/2018
Total Attachments: 3	
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SETTLEMENT AND ASSIGNMENT AGREEMENT AND RELEASE

This Settlement, Assignment and Release Agreement (hereinafter "Agreement") is made by and between Lizbeth Rivera, residing at 748 Bruce Street, Ridgefield, New Jersey 07657 ("Rivera" or "Assignee"), on the one hand, and Maritza González, residing at 8915 Bergenwood Ave., Unit 31, North Bergen, New Jersey 07047 ("Gonzalez" or Assignor), on the other hand, each a "Party," and collectively the "Parties."

RECITALS

WHEREAS the Parties claim inventorship and ownership rights in an invention relating to an Egg Stacking Device(s) ("Device") which is disclosed and claimed in U.S. Patent No. 9,688,462 B2 issued on June 27, 2017 ("Patent");

WHEREAS a dispute has arisen between the Parties concerning inventorship and ownership rights in the Device and the Patent, namely, whether Gonzalez was or is a true and correct inventor or joint inventor of the Device and the Patent;

WHEREAS Gonzalez wishes to relinquish for all time any and all inventorship and ownership rights in the Device and the Patent to Rivera in exchange for the sum of \$1,500.00 (USD), and

WHEREAS the Parties, wishing to resolve their dispute amicably, hereby agree as follows:

TERMS, CONDITIONS AND COVENANTS

1. Gonzalez, and all of her successors and assigns, and all those acting on her behalf of in privity with her, hereby relinquishes and renounces any and all inventorship and ownership rights in the Device and the Patent to Rivera in exchange for the sum of \$1,500.00, the receipt and sufficiency of which is hereby acknowledged.
2. Gonzalez hereby agrees, acknowledges and stipulates that she, and all those acting on her behalf of or in privity with her, was not at any time an inventor or joint inventor of the Device, and that to the extent the Patent names or named her as an inventor or joint inventor of the Device as disclosed or claimed in the Patent, or otherwise, said naming as an inventor or joint inventor on the Patent was done by mistake and without any deceptive intent.
3. Gonzalez hereby agrees, acknowledges and stipulates that she, and all of her successors and assigns, and those acting on her behalf of or in privity with her, will take all reasonable actions requested by or on behalf of Rivera, to charge the named inventorship on the Patent, including, but not limited to, executing together with the execution of this


Agreement, the Request For Correction of Inventorship In U.S. Patent No. 9,688,462, Pursuant To 35 U.S.C. 256 and Pursuant to 37 CFR 1.324 attached to this Agreement as Exhibit A.

4. Gonzalez hereby agrees, acknowledges and stipulates that she, and all of her successors and assigns, and all those acting on her behalf or in privity with her, will not file or seek to file in the United States Patent and Trademark Office, or any foreign patent office or agency, any application for patent(s) relating to the Device or the Patent, or any modification or improvement thereon.
5. Gonzalez hereby agrees, acknowledges and stipulates that she, and all of her successors and assigns, and all those acting on her behalf or in privity with her, will not make any representations to any other person that she is an inventor, joint inventor or owner of all or any part of the Device or the Patent.
6. Gonzalez hereby agrees, acknowledges and stipulates, as does all of her successors and assigns, and all those acting on behalf of or in privity with her, that the Patent is valid and enforceable and subsisting in its entirety with Rivera, or any of Rivera's successors and assigns; and Gonzalez further agrees, acknowledges and stipulates that neither she nor any of her successors and assigns, nor those acting on her behalf of or in privity with her, will challenge the validity or enforceability of the Patent.
7. **Assignment of Rights.** To the extent that Gonzalez, as Assignor, has, had or claims to have or had any inventorship or ownership rights in the Device or the Patent, for valuable consideration, the receipt of which is acknowledged, Assignor assigns to Assignee 100% of her right, title and interest in the Device and Patent to Rivera, as Assignee, for the entire term of the Patent and any reissues or extensions and for the entire terms of any patents, reissues, or extensions that may issue from foreign applications, divisions, continuations in whole or part, or substitute applications filed claiming the benefit of the Patent, including the right to sue for any past, present and future infringement. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made. Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patent and any and all applications and registrations for the invention in any and all countries.
8. **Confidentiality.** Gonzalez hereby agrees, acknowledges and stipulates that the subject matter of this Agreement, and the Agreement itself, and all facts and circumstances concerning the dispute between Gonzalez and Rivera concerning the Device and the

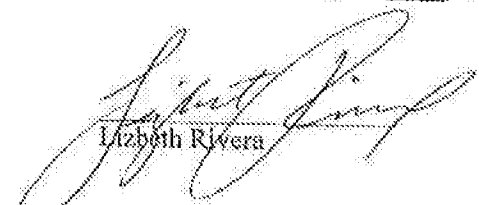
Patent, are confidential to Rivera, and Gonzalez shall not disclose all or any part of the same to any person or for any reason.

9. **Mutual Release.** Each Party does hereby release, cancel, forgive and forever discharge the other Party, and each of the Parties' respective successors and assigns, and all those in privity with the Parties, from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise from the first day of the world, including this day and each day hereafter regarding the Patent; and, further, each Party does specifically waive any claim or right to assert any cause of action or alleged cause of action or claim or demand regarding the Patent, which has, through oversight or error intentionally or unintentionally, or through a mutual mistake, been omitted from this Release.
10. This Agreement constitutes the entire agreement of the parties and replaces all prior representations, whether oral or written. This Agreement or any part thereof may not be modified or waived without the express written agreement signed by the Parties.
11. The Parties to this Agreement represent that they have entered into this Agreement without any coercion or duress and that they have been represented by competent legal counsel with respect to all terms and conditions of this Agreement.
12. This Agreement may be executed in counterparts, each of which shall have the same effect as if signed contemporaneously.

Executed this 3 day of July 2018:


Maritza Gonzalez

Executed this 28 day of 6, 2018:


Elizabeth Rivera