## 505172167 11/02/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5218935

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DOUGLAS A. PICK	10/31/2018

### **RECEIVING PARTY DATA**

Name:	BUMBLE BE HOLDINGS, LLC
Street Address:	5900 WILSHIRE BLVD., SUITE 2250
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90036

### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	D745136
Patent Number:	D731637

#### **CORRESPONDENCE DATA**

**Fax Number:** (612)492-7077

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:** 612-492-7000

**Email:** smunson@fredlaw.com

Correspondent Name: NADJA BAER

Address Line 1: 200 SOUTH SIXTH STREET

Address Line 2: SUITE 4000

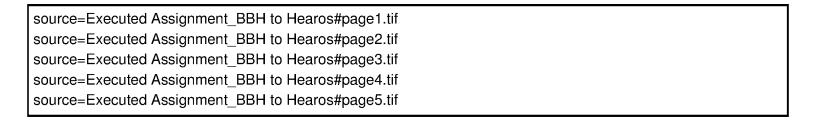
Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	081205.0004
NAME OF SUBMITTER:	NADJA BAER
SIGNATURE:	/Nadja Baer/
DATE SIGNED:	11/02/2018

#### **Total Attachments: 9**

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PATENT 505172167 REEL: 047390 FRAME: 0021



#### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "<u>Assignment</u>") is made as of October 31, 2018, by Douglas A. Pick ("<u>Assignor</u>"), in favor of BUMBLE BE HOLDINGS, LLC, a California limited liability company ("<u>Bumble BE</u>").

WHEREAS Assignor previously developed and assigned to Bumble BE certain intellectual property associated with the business of developing, manufacturing, purchasing, marketing, selling and distributing ear protection devices, including but not limited to, ear plugs, and founded Bumble BE to pursue that business;

WHEREAS Bumble BE on October 9, 2018, reverted the rights to the patents set forth on Exhibit A to the inventors of record, including Assignor;

WHEREAS Assignor has agreed to assign to Bumble BE his interests in the patents set forth on Exhibit A, and to affirm an irrevocable assignment of any underlying intellectual property rights Assignor may have related to the Intellectual Property (as defined below) and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

## NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Bumble BE all of Assignor's right, title and interest in and to the following, (the "Intellectual Property"):
- (a) all works and inventions created or authored by Assignor and related the business of Bumble BE and all intellectual property rights therein, including the patents set forth on Exhibit A hereto and all issuances, divisions, continuations-in-part, reissues, extensions, reexaminations and renewals thereof; and all intellectual property rights therein, including all registered an unregistered copyrights, patent rights, trade secret rights, trademark rights, mask works, sui generis database rights, together with the goodwill of the business connected with the use of, and symbolized by the same, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) 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
- (d) 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, misappropriation, violation, misuse, breach or default, with the right but no

[Signature Page to Patent Assignment]

obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Bumble BE. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Bumble BE and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the assigned Intellectual Property to Bumble BE, or any Bumble BE or successor thereto.
- 3. <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

Assignor:

Douglas A. Pick

AGREED TO AND ACCEPTED:

Bumble BE:

BUMBLE BE HOLDINGS, LLC

Name: Douglas Pick

Its: Manager

# EXHIBIT A TO INTELLECTUAL PROPERTY ASSIGNMENT

# **U.S. Patents**

Title	Application No.	Filing Date	Patent No.	Issue Date	Status
EARPLUG	29/496,895	07-18-2014	D745,136	12-08-2015	Pending
EARPLUG	29/447,636	03-05-2013	D731,637	06-09-2015	Pending

#### PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "<u>Assignment</u>") is made as of October 31, 2018, by BUMBLE BE HOLDINGS, LLC, a California limited liability company ("<u>Assignor</u>"), in favor of Hearos, LLC, a Delaware limited liability company ("<u>Assignee</u>").

Assignor has agreed to assign to Assignee, among other intellectual property, the patents set forth on Exhibit A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

# NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Patents"):
- (a) the patents set forth on <u>Exhibit A</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) 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
- (d) 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, 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.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the assigned Patents to Assignee, or any assignee or successor thereto.
- 3. <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more

counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

written above.	
	Assignor:
	BUMBLE BE HOLDINGS, LLC  By:
	Name: Douglas Pick
	Its: Manager
AGREED TO AND ACCEPTED:	
	Assignee:
	Hearos, LLC
	Ву:
	Name: Joseph Milot, Jr.
	Its: President

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first

[Signature Page to Patent Assignment]

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							Assignor:						
							BUMBLE	BE	HOLDING	GS, I	LLC		
							Ву:						
							Name: Do	uglas	Pick	*******	************		
							Its: Manag	er					
AGRE	ED 1	TO AND	ACC	CEPTED	*								
							Assignee:						
							Hearos, L	LC_	94.			saan ahayi sa sa saka	,
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							Name: Joşe		Aifot, Jr. 🤞	article.			
							Its: Preside	nt					

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# EXHIBIT A TO PATENT ASSIGNMENT

# **U.S. Patents**

App Filed	United States Patent Number	Issue Date	Туре	Title	Assignee
6/5/15	D774,177	12/13/16	Design	Ear Plug (RHINESTONE)	Bumble BE Holdings, LLC
10/22/14	D761,413	7/12/16	Design	Ear Plug (ELECTRIC)	Bumble BE Holdings, LLC
4/23/14	D739,517	9/22/18	Design	Ear Plug (SUPERSTAR)	Bumble BE Holdings, LLC
2/26/13	D709,610	7/22/14	Design	Ear Plug (BENJI)	Bumble BE Holdings, LLC
2/26/13	D709,177	7/15/14	Design	Ear Plug (HARRY)	Bumble BE Holdings, LLC
2/26/13	D697,613	1/14/14	Design	Ear Plug (CECILIA CONVEX)	Bumble BE Holdings, LLC
2/26/13	D697,612	1/14/14	Design	Ear Plug (CHRIS)	Bumble BE Holdings, LLC
2/26/13	D697,611	1/14/14	Design	Ear Plug (BOB)	Bumble BE Holdings, LLC
2/26/13	D697,610	1/14/14	Design	Ear Plug (DAVID)	Bumble BE Holdings, LLC
2/25/13	D697,609	1/14/14	Design	Ear Plug (RICHARD)	Bumble BE Holdings, LLC
2/22/13	D697,608	1/14/14	Design	Ear Plug (TOM)	Bumble BE Holdings, LLC
2/22/13	D697,607	1/14/14	Design	Ear Plug (PETE)	Bumble BE Holdings, LLC
2/19/13	D697,606	1/14/14	Design	Ear Plug (THE SHIELD)	Bumble BE Holdings, LLC
6/13/13	D697,398	1/14/14	Design	Blister Package	Bumble BE Holdings, LLC
03/05/13	D731,637		Design	EARPLUG (HEART)	Joint assignees: Bumble BE Holdings, LLC & Steven Butler
07/18/14	D745,136		Design	EARPLUG (AIR PLUG)	Joint assignees: Bumble BE Holdings, LLC Steven Butler

# **U.S. Patent Applications**

App Filed	App. No.	Type	Title	Assignee
03/17/2014	14/216,647	Utility	METHOD FOR MANUFACTURING AN	Bumble BE Holdings, LLC
			EARPLUG	

PATENT
RECORDED: 11/02/2018 REEL: 047390 FRAME: 0031