#### 505199106 11/20/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5245875

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
HERBST PRODUKT	10/09/2018

### **RECEIVING PARTY DATA**

Name:	PACKIT, LLC
Street Address:	875 S. WESTLAKE BLVD.
Internal Address:	SUITE 112
City:	WESTLAKE VILLAGE
State/Country:	CALIFORNIA
Postal Code:	91361

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16146509

### CORRESPONDENCE DATA

Fax Number: (312)609-5005

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: 312-609-7850

Email: abufalino@vedderprice.com, acurley@vedderprice.com,

ipdocket@vedderprice.com

**Correspondent Name:** ANGELO J. BUFALINO Address Line 1: 222 N. LASALLE STREET Address Line 2: VEDDER PRICE P.C.

Address Line 4: CHICAGO, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	52076.01.0009	
NAME OF SUBMITTER:	ANGELO J. BUFALINO	
SIGNATURE:	/Angelo J. Bufalino/	
DATE SIGNED:	11/20/2018	

**Total Attachments: 2** 

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> **PATENT** REEL: 047552 FRAME: 0540 505199106

# **ASSIGNMENT**

This Assignment Agreement (the "Agreement") is made and entered into on the date set forth below on the signature pages attached hereto by and between the following:

Herbst Produkt, a business entity, having a post office address at 303 Portrero Street 42-204, Santa Cruz, California 95060 (the "Assignors"); and

PackIt, LLC, a California limited liability company, located and doing business at 875 S. Westlake Blvd., Suite 112, Westlake Village, CA 91361 (the "Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor has invented certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

# FOOD STORAGE CONTAINER

U.S. Application No: 16/146,509 Filing Date: September 28, 2018 PCT Application No.: PCT/US18/53501 Filing Date: September 28, 2018

WHEREAS, Assignee is desirous of acquiring Assignors' rights, titles, and interests in, to, and under such improvements, such applications, any Letters Patent that may be granted on the same, and any other application or Letters Patent covering such improvements (the "Patent Rights") as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in consideration of the foregoing, the mutual covenants set forth herein, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

- 1. Assignors hereby sell, assign, and transfers to Assignee Assignor's right, title, and interest in, to, and under the Patent Rights and any other application or Letters Patent covering the Patent Rights that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part.
- 2. Assignors hereby sells, assign, and transfer to Assignee all Assignor's right, title, and interest in and to any related or counterpart patent applications, invention registrations or equivalents thereto and any Letters Patent therefrom in all countries foreign to the United States, including the right to claim priority under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose, claiming approximately the same subject matter of the Patent Rights.
- 3. Assignors represent and warrant that all such sales, assignments, and transfers are valid and free and clear of all liens, encumbrances, and claims of third parties.

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- 4. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, heirs, legatees, and personal representatives, as the case may be.
- 5. Assignors covenant to (a) execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in, to, and under the Patent Rights in Assignee; (b) assist Assignee in the prosecution of any of the applications herein referred to, including, without limitation, signing all lawful papers, executing all divisional, continuation, continuation-in-part, reissue, and substitute applications, making all lawful oaths, and assisting in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Patent Rights in all countries; and (c) assist Assignee in the prosecution or defense of any interference, infringement, or other action that may arise involving the Patent Rights or any claim thereto or thereunder, including, without limitation, testifying in any legal proceedings and notifying Assignee promptly of any subpoena or contact by any person other than Assignee or its agents regarding the Patent Rights, and in any event at least one week prior to any deposition, legal inquiry, or legal proceeding relating to the Patent Rights.
- 6. Assignors covenant that the Commissioner of Patents and Trademarks is authorized and requested to issue any Letters Patent arising from the Patent Rights to Assignee in accordance with the terms of this Agreement.
- 7. Assignors hereby authorize and request the attorneys of record in the applications bearing the abovementioned docket number to insert in this assignment the U.S. application numbers of said applications when officially known, if applicable.

Dated: 10-9-18

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[End of Assignment]