# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5280572

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
JESSE DUANE CLEMMER	12/07/2018

#### **RECEIVING PARTY DATA**

Name:	MERCHSOURCE LLC	
Street Address:	7755 IRVINE CENTER DRIVE	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92618	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29673104

#### **CORRESPONDENCE DATA**

Fax Number:

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.

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Correspondent Name: AVYNO LAW P.C.

Address Line 1: 6345 BALBOA BLVD., BLDG. I, SUITE 208

Address Line 4: ENCINO, CALIFORNIA 91316

ATTORNEY DOCKET NUMBER:	MS18013USDP	
NAME OF SUBMITTER:	KENNETH M. FRAZIER	
SIGNATURE:	/Kenneth M. Frazier/	
DATE SIGNED:	12/12/2018	

**Total Attachments: 2** 

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PATENT 505233802 REEL: 047759 FRAME: 0820

Atty. Docket: MS18013USDP PATENT

### **CONFIRMATORY ASSIGNMENT**

This Assignment ("Assignment") shall be effective as of December 7, 2018 ("Effective Date") by and between:

Jesse Duane Clemmer, having a place of residence in Huntington Beach, CA ("ASSIGNOR"); and

MerchSource, LLC, a Delaware Limited Liability Corporation, having a principal place of business at 7755 Irvine Center Dr., Irvine, CA 92618 ("ASSIGNEE").

#### 1.0 BACKGROUND

- 1.1 ASSIGNOR, through his engagement for services with COMPANY, as either employee or contractor, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States titled "TOY HYDRAULIC ROBOTIC ARM," U.S. Design Patent Application Serial No. 29/673,104 filed on December 12, 2018 and any U.S. and foreign counterpart patent applications to which priority is claimed. The subject matter of this patent application shall be referred to as the "Invention."
- 1.2 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment to confirm COMPANY's ownership in and to formally transfer to COMPANY all right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

### 2.0 ASSIGNMENT

- 2.1 ASSIGNOR sells, assigns and transfers to COMPANY the full and exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including any conversions, continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted. ASSIGNOR also assigns all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to COMPANY.
- 2.2 ASSIGNOR assigns all of ASSIGNOR'S right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent in any foreign country and the right to all current and further applications for patents for the Invention, including the right to claim International Convention priority.
- 2.3 ASSIGNOR further transfers and assigns to COMPANY all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.
- 2.4 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment and sale.

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2.5 ASSIGNOR further covenants that, upon COMPANY's request, ASSIGNOR will promptly provide COMPANY with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any interference or litigation process related to the Invention or any patent or patent application related thereto and will promptly execute and deliver to COMPANY or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of COMPANY, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, his heirs, legal representatives and assignees.

Date 12 7/18

Jesse Duane Clemmer