# 505251103 12/21/2018

# **PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5297884

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
AARON CLARK	12/21/2018
CLINT ERICKSON	12/21/2018

## **RECEIVING PARTY DATA**

Name:	AMENITY HEALTH, INC.	
Street Address:	eet Address: 8825 REHCO ROAD	
Internal Address:	SUITE D	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92121	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29605752

## **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.

**Phone:** 202-842-7800

**Email:** zIPPatentDocketingMailboxUS@cooley.com, rlopez@cooley.com

Correspondent Name: COOLEY LLP ATTN: IP DOCKETING DEPARTMEN

Address Line 1: 1299 PENNSYLVANIA AVENUE, NW

Address Line 2: SUITE 700

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ATTORNEY DOCKET NUMBER: AMEN-004/00US 317538-2035		
AME OF SUBMITTER: KEVIN J. ZIMMER		
SIGNATURE:	/Kevin J. Zimmer/	
DATE SIGNED:	<b>TE SIGNED:</b> 12/21/2018	

#### **Total Attachments: 6**

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## Attorney Docket No. AMEN-004/00US 317538-2035

#### ASSIGNMENT

Aaron CLARK, residing at 11366 West San Raphael Driveway, San Diego, California 92130; and Clint ERICKSON, residing at 3841 Ruette San Raphael, San Diego, California 92130 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent entitled THERAPEUTIC CUSHION, and which is a:

(1)	provisional application
	(a)to be filed herewith; or
	(b) bearing Application No., and filed on;
(2)	x non-provisional application
	(a)to be filed herewith; or
	(b) x bearing Application No. 29/605,752, and filed on May 30, 2017; and/or
(3)	PCT application (a) bearing Application No., and filed on.
	and/or
(4)	attached hereto.

WHEREAS, Amenity Health, Inc., a corporation having its principal place of business at 8825 Rehco Road, Suite D, San Diego, California 92121, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents

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does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above:
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: /2-21 -/4 By:	M. M. Ch			
	Aaron Clark			
A notary public or other officer completing this ce				
individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
State of <u>Alifornia</u> ) County of <u>San Diego</u> ) ss				
( ), ss	r. 18.			
County of Our Wego )				
On December 21 2018 before me, Melissa	Sadlet-Hamm , Notary			
Public, personally appeared	Aaron Clark , who			
proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are				
subscribed to the within instrument and acknowledged to me that he/shē/they executed the same				
in his/her/their authorized capacity(ies), and that by his/her/their signature(e) on the instrument				
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under PENALTY OF				
PERJURY under the laws of the State of California that the foregoing paragraph is true and				
correct.				
	MELISSA GADLER-HAMM			
WITNESS my hand and official seal.	NCTARY PUBLIC-CALIFORNIA OF SAN DIEGO COLINTY			
Men Geethen	My Commission Expires APRIL 27, 2022			
Signature of Notary Public	Place Notary Seal Above			
A				
My Commission Expires: April 21th 2022				

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. County of On December 21 2018, before me, Melissa Gadler-Hammy Public, personally appeared proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/sbe/tbey executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. SAN DIBGO COUNTY Commission Expires APRIL 27, 2022

Place Notary Seal Above

My Commission Expires: Hall 2022

Signature of Notary Public

For and on behalf of ASSIGNEE: Date: 12-21-18 By: Name: Amon Clark Title: CEO Company: Amenity Health, Inc. A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. On Duringer 218 2198, before me, MUSSA Gadler-Hrynn Public, personally appeared proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/ske/they executed the same in his/her/their authorized capacity(res), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. MELISSA GADLER-HAMM COMNA, #2236411 WITNESS my hand and official seal. KOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires APRIL 27, 2022 Signature of Notary Public Place Notary Seal Above My Commission Expires: April 279 2022

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**RECORDED: 12/21/2018**