

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5382391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MR JAMES A SHOTWELL	04/07/2017
RECEIVING PARTY DATA	
Name:	SAJ GROUP, LLC
Street Address:	500 NORTH MICHIGAN AVENUE
Internal Address:	SUITE 600
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60611
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29649958
CORRESPONDENCE DATA	
Fax Number:	(815)261-4350
<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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Email:	briecrawford@crawfordpatents.com
Correspondent Name:	BRIE A CRAWFORD
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Address Line 4:	BARRINGTON, ILLINOIS 60010
ATTORNEY DOCKET NUMBER:	1820.0041
NAME OF SUBMITTER:	BRIE A CRAWFORD
SIGNATURE:	/Brie A. Crawford/
DATE SIGNED:	02/19/2019
Total Attachments: 6	
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INVENTION ASSIGNMENT AGREEMENT

This INVENTION ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of April 7, 2017 ("Effective Date"), by and between James A. Shotwell of 8354 South Oglesby Avenue, Chicago, Illinois 60617 (hereinafter "Shotwell") and SAJ Group, LLC, an Illinois limited liability company of 500 North Michigan Avenue, Suite 600, Chicago, Illinois 60611 (hereinafter "SAJ") (collectively the "Parties").

WHEREAS, Shotwell is the inventor and owner of certain new and useful improvements in an invention currently known as: "GLASS WITH INTEGRATED RESTS FOR TOBACCO PRODUCTS" (hereinafter the "Invention") briefly described as follows:

This invention relates to a glass with integrated rests for tobacco products and more particularly to a glass with integrated rests for tobacco products which provides a resting place for a tobacco product upon the rim of the glass and optional inward projections to keep the beverage from spilling from the rests when the glass is tilted for drinking.

WHEREAS, an application or applications in the United States Patent and Trademark Office for a provisional and/or utility patent is/are being, or will be, filed as well as potential United States of America and foreign design patent application(s) and potential foreign utility patent application(s.) These include, without limitation, US Patent Applications 15/355,718, 29/585,256, and 29/584,992.

WHEREAS, SAJ desires to acquire the entire right, title, and interest in and to the Invention in the United States of America and throughout the world.

WHEREAS, Shotwell desires to assign the Invention and all right, title, and interest therein in the United States of America and throughout the world to SAJ.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and promises set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment of Patent Rights.** Shotwell hereby assigns, sells, and transfers to SAJ the entirety of his right, title, and interest that exists today and may exist in the future in and to:
 - 1.1. The Invention and any and all patent applications which may claim or protect it, whether utility or design and any and all Letters Patent of the United States of America whether utility or design;
 - 1.2. All reissues, renewals, substitutes, reexaminations, extensions, post-grant reviews, inter partes reviews, supplemental examinations, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any of the foregoing 1.1;
 - 1.3. All foreign patents, patent applications, and counterparts relating to any of the foregoing 1.1 and 1.2, including, without limitation, certificates of invention, utility

models, industrial design protection, design patent protection, and other governmental grants or issuances;

- 1.4. All intellectual property, including and without limitation, all innovations, information, inventions, invention disclosures, products, processes, works, designs, and discoveries described in any of the foregoing 1.1, 1.2, and 1.3 that, implicitly or explicitly (i) are included in any claim in any of the foregoing 1.1, 1.2, and 1.3, (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any item in the foregoing 1.1, 1.2, and 1.3, and (iii) could have been included as a claim in any of the foregoing 1.1, 1.2, and 1.3;
- 1.5. All rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to the any of the foregoing 1.1, 1.2, 1.3, and 1.4, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- 1.6. All causes of action which now exist or may exist in future (whether known or unknown and whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under or on account of any of the foregoing 1.1, 1.2, 1.3, 1.4, and 1.5, and all causes of action and other enforcement rights for:
 - (i) past, present, and future damages,
 - (ii) injunctive relief, and
 - (iii) other remedies of any kindfor past, current, and future infringement; and
- 1.7. All rights to collect royalties and other payments under or on account of any of the foregoing 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. **Warranties.** Shotwell hereby warrants as follows:

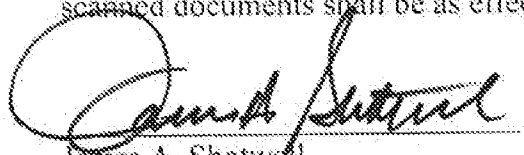
- 2.1. **Ownership.** Shotwell has not assigned, transferred, encumbered, or otherwise disposed of any of his right, title, and interest, whether in whole or in part, in and to the Invention, including, without limitation, any right, title, and interest to sue for infringement thereof.
- 2.2. **Authority.** Shotwell has the full power, authority, and capacity, and has obtained all spousal and third party consents, approvals, and other authorizations required, to enter into this Agreement and to carry out his obligations hereunder.
- 2.3. **Clear Title.** To the best of Shotwell's knowledge, the Invention is free and clear of all liens, licenses, claims, mortgages, security interests, community property interests, restrictions, or other encumbrances. To the best of Shotwell's knowledge, there are no actions, suits, investigations, claims, or proceedings that are threatened, pending, or in progress relating in any way to the Invention. To the best of Shotwell's knowledge, there are no existing, and Shotwell will not enter into any, assignments, contracts, agreements, understandings, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire the Invention or any portion thereof, or that otherwise conflict with this Agreement.
- 2.4. **Enforcement.** Shotwell has not put any third party on notice of actual or potential infringement of the Invention, nor initiated any enforcement action with respect to the

Invention. To the best of Shotwell's knowledge, the Invention is not currently the subject of any dispute, challenge, or cancellation proceeding.

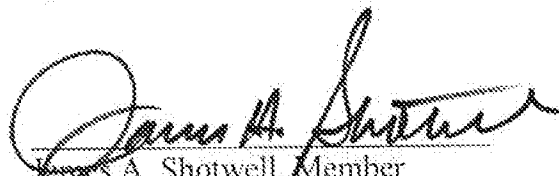
3. **Further Cooperation.** Shotwell hereby agrees to execute any documents that may be required in connection with the filing, prosecution, and maintenance of any and all patents or applications related to the Invention in the United States of America or countries foreign thereto. Shotwell further agrees that if any part of this Assignment is held to be invalid and or inadequate under the law of any jurisdiction, he will execute such further documents as may be necessary to perfect SAJ's interest in the Invention and all patents and other legal protections depending from or related thereto. All such documents shall be prepared at SAJ's own expense. Shotwell also agrees, without further consideration and at SAJ's expense, to identify and communicate to SAJ at SAJ's request, documents and information concerning the Invention that are within Shotwell's possession or control, and to provide further assurances and testimony on behalf of SAJ that lawfully may be required of Shotwell in the respect of the prosecution, maintenance, and defense of any patent application(s) or patent(s) encompassed within the terms of this instrument. Shotwell's obligations under this instrument shall extend, to the extent applicable, to Shotwell's heirs, executors, administrators, and other legal representatives.
4. **Consideration.** In exchange for the patent assignment and the other promises and warranties contained in this Agreement, SAJ shall pay to Shotwell Ten United States Dollars (US\$10.00) plus other good and valuable consideration, the sufficiency of which is hereby stipulated.
5. **Authorization.** Shotwell hereby authorizes and requests the Commissioner of Patents and Trademarks to issue to SAJ any and all Letters Patent referred to above, as assignee of the entire right, title, and interest in and to the same, for SAJ's sole use and benefit; and for the use and benefit of SAJ's legal representatives and successors, to the full extent of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by Shotwell had this Agreement not been made. Shotwell further authorizes SAJ, or SAJ's designated attorney or agent, to file such applications for patent or other legal protections as the Invention may be entitled to in and under the law of any and all jurisdictions where it may be entitled to such protection.
6. **Completion.** Shotwell authorizes any member of Crawford Intellectual Property Law LLC and attorneys working under its authorization and supervision to insert or complete any information in this document needed to effect its recording in the United States Patent and Trademark Office.
7. **Choice of Law.** This Agreement shall be governed by, and construed according to, the laws of the State of Illinois, without reference to any principles of conflicts of law.
8. **Forum Selection.** All actions brought under this Assignment may be brought only in a State or Federal court having jurisdiction in Cook County, Illinois. The Parties hereby consent to venue in these fora.

9. **Non-Waiver of Rights.** Failure by either Party to enforce strict performance of any provision of this Agreement does not constitute a waiver of that Party's right to subsequently enforce that provision or any other provision of this Agreement. No waiver of any term, provision, or condition of this Agreement shall be valid unless given in a signed writing.
10. **Severability.** Whenever possible, each provision and term of this Agreement shall be interpreted in a manner to be effective and valid. However, if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term, or the remaining provisions or terms of this Agreement.
11. **Heirs, Successors, and Assigns.** All of the covenants, terms, provisions, and agreements contained herein shall be binding upon the parties hereto, and to their respective legal representatives, heirs, successors, and assigns.
12. **Headings.** The section headings in this Agreement are inserted for convenience only and shall not be used or relied upon in any way in the interpretation of this Agreement.
13. **Entire Agreement.** This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, whether oral or written.
14. **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties have not signed the original or the same counterpart. Any counterpart hereof signed by a Party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures and signatures by email as scanned documents shall be as effective as if originals.



James A. Shotwell
8354 South Oglesby Avenue
Chicago, Illinois 60611



James A. Shotwell, Member
SAJ Group, LLC
500 North Michigan Avenue,
Suite 600
Chicago, Illinois 60611

STATEMENT UNDER 37 CFR 3.73(c)Applicant/Patent Owner: James A. ShotwellApplication No./Patent No.: 29/649,958 Filed/Issue Date: June 4, 2018Titled: GLASS WITH INTEGRATED RESTS FOR TOBACCO PRODUCTS

SAJ Group, LLC, a Limited Liability Company of Illinois

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that, for the patent application/patent identified above, it is (choose one of options 1, 2, 3 or 4 below):

1. The assignee of the entire right, title, and interest
2. An assignee of less than the entire right, title, and interest (check applicable box):
- The extent (by percentage) of its ownership interest is _____%. Additional Statement(s) by the owners holding the balance of the interest must be submitted to account for 100% of the ownership interest.
- There are unspecified percentages of ownership. The other parties, including inventors, who together own the entire right, title and interest are:

Additional Statement(s) by the owner(s) holding the balance of the interest must be submitted to account for the entire right, title, and interest.

3. The assignee of an undivided interest in the entirety (a complete assignment from one of the joint inventors was made). The other parties, including inventors, who together own the entire right, title, and interest are:

Additional Statement(s) by the owner(s) holding the balance of the interest must be submitted to account for the entire right, title, and interest.

4. The recipient, via a court proceeding or the like (e.g., bankruptcy, probate), of an undivided interest in the entirety (a complete transfer of ownership interest was made). The certified document(s) showing the transfer is attached.

The interest identified in option 1, 2 or 3 above (not option 4) is evidenced by either (choose one of options A or B below):

- A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
- B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:
1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

[Page 1 of 2]

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PATENT
REEL: 048378 FRAME: 0950

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(c)

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

4. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

5. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

6. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet(s).



As required by 37 CFR 3.73(c)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Brie A Crawford

Signature

February 19, 2019

Date

Brie A. Crawford

Printed or Typed Name

58,173

Title or Registration Number