# 505450413 04/29/2019

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	
CONVEYING PART	Y DATA		
		Name	Execution Date
ANDREW J. WINTERHALTER			08/02/2018
STEVE CHARLES NICHOLS			08/02/2018
RECEIVING PARTY	DATA		
Name:	YETI	YETI COOLERS, LLC	
Street Address:	7601	7601 SOUTHWEST PARKWAY	
City:	AUST	AUSTIN	
State/Country:	TEXA	TEXAS	
Postal Code:	78735	5	
PROPERTY NUMBE			
Property Type		Number	
Application Numbe	r:	29646955	
CORRESPONDENC	E DATA		
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ATTORNEY DOCKET NUMBER:	008117.02373\US			
NAME OF SUBMITTER:	ROBERT M. BOYD			
SIGNATURE:	/Robert M. Boyd/			
DATE SIGNED:	04/29/2019			
Total Attachments: 2				
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PATENT REEL: 049021 FRAME: 0092

#### ASSIGNMENT

This Assignment Agreement (the "Agreement") is made and entered into by and between the following persons, ANDREW J. WINTERHALTER and STEVE C. NICHOLS (individually and/or collectively, "Assignors") and YETI Coolers, LLC, a Delaware corporation, located and doing business at 7601 Southwest Parkway, Austin, TX 78735 ("Assignee") (each a "Party," and collectively, the "Parties").

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

#### PORTABLE CHAIR AND CUP HOLDER ASSEMBLY

U.S. Application No. 15/904,270 Filing Date: February 23, 2018

WHEREAS, Assignee is desirous of acquiring Assignors' right, title, and interest in, to, and under such improvements, such application, 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 transfer to Assignee Assignors' 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 sell, assign, and transfer to Assignee all Assignors' 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.

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

PATENT Docket No. 008117.02299\US

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.

 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 application bearing the above-mentioned docket number to insert in this assignment the U.S. application number of said application when officially known, if applicable.

Dated: <u>8/2/18</u> Dated: <u>8/2/18</u>

ANDREW J. WINTERHALTEF

STEVE

[END OF ASSIGNMENT]

### PATENT REEL: 049021 FRAME: 0094

**RECORDED: 04/29/2019** 

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