

Form PTO-1595 (Rev. 6-18)
OMB No. 0651-0027 (exp. 06/30/2021)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

John Melendez, Constance Melendez,
inventors

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 2, 2019

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: John B. Melendez and Constance Anne

Internal Address: Melendez Revocable Trust

Dated October 13, 2016

Street Address: 11709 Everest Street

City: Norwalk

State: Calif.

Country: USA Zip: 90650

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

Ser. no 29/579,628

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

B. Patent No.(s)

D 822983S

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: John Melendez

Internal Address: _____

Street Address: 11709 Everest St.

City: Norwalk

State: Calif. Zip: 90650

Phone Number: (562) 864-1454

Docket Number: _____

Email Address: RABBIT3678@aol.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 8

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☒ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number N/A

Authorized User Name N/A

9. Signatures:

John B. Melendez Constance Anne Melendez 5-2-19
Signature Date

John B. Melendez, Constance Anne Melendez
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT

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REEL: 049087 FRAME: 0114

PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 2nd day of May, 2019, by and between John Melendez; Constance Melendez, Inventors (the "Assignor"), having its primary place of business at 11709 Everest St., Norwalk, CA 90650, and the Trustees of the John G. Melendez and Constance Anne Melendez Revocable Trust dated October 13, 2016 (the "Assignee") having its primary place of business at 11709 Everest St., Norwalk, CA 90650 (collectively the "Parties").

WHEREAS, Assignor has invented Single-use Pill Dispenser (the "Design"), and has been granted on design patent application ser. no. 29/579,628 (the "Design patent application") filed September 30, 2016, which claims priority from United States patent application ser. no. 14/295,288 (the "Parent application"), filed June 3, 2014.

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee. United States design patent no. D822983S ("the Design Patent"), issued on July 18, 2018 from United States design patent application no. 29/579,628, filed September 30, 2016 and titled "Single Use Pill Dispenser["the Design"] for the entire term of the Design Patent, and the entire right, title and interest in the Design Patent and the Design.

2. *Payment.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of \$ 1 dollar, payable upon execution of this Agreement.

3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants

- i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
- ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and

iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.

4. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
5. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of law principles.
7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

John Melendez; Constance Melendez_____
11709 Everest St._____
Norwalk, CA 90650_____

If to Assignee:

John G. Melendez and_____
Constance Anne Melendez, Trustees_____
11709 Everest St._____
Norwalk, CA 90650_____

10. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

John Melendez
Signature

John Melendez
Print Name

Constance Melendez
Signature

Constance Melendez
Print Name

ASSIGNEE

John G. Melendez, Trustee
Signature

John G. Melendez, Trustee
Print Name

Constance Anne Melendez, Trustee
Signature

Constance Anne Melendez, Trustee
Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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.

State of California)

County of LOS ANGELES)On MAY 02 2019

Date

before me, MARK D. VANDERHOOF, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared JOHN G. MELENDEZ +

Name(s) of Signer(s)

CONSTANCE ANNE MELENDEZ

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/she/they 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.

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.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: PATENT ASSN. AGREEMENT Document Date: MAY 02 2019Number of Pages: 3 Signer(s) Other Than Named Above: NA**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

PATENT**REEL: 049087 FRAME: 0118**



Complimentary Fax Cover Sheet

Date 5-3-19Number of pages 6 (including cover page)**To:**Name Director of the U.S. Patent
Company and Trademark office.

Telephone _____

Fax 571-273-0140**From:**Name John G. MelendezCompany N/ATelephone 562 864 1454Comments Thank you for your attention to
this matter.

fedex.com 1.800.GoFedEx 1.800.463.3339

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RECORDED: 05/03/2019

PATENT
REEL: 049087 FRAME: 0119