## 505490672 05/23/2019

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
KERRY FRANKLIN	01/01/2019

#### **RECEIVING PARTY DATA**

Name:	OPTIMUM GRIP, LLC	
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### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	8383229

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SIGNATURE:	/GConstant/
DATE SIGNED:	05/23/2019

**Total Attachments: 1** 

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PATENT 505490672 REEL: 049266 FRAME: 0579

# ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS ("Assignment"), effective January 1, 2019, is between Kerry Franklin, of Monmouth Junction, New Jersey ("Assignor"), and Optimum Grip, LLC, a New Mexico Limited Liability Company ("Assignee").

WHEREAS, Assignor is the sole owner of the "Protective Pad for Use During Athletic Activities" invention as described in U.S. Patent Number 8,383,229.

WHEREAS, Assignee desires to acquire all rights in and to the Patent and in consideration thereof, has paid the 3.5 year maintenance fee to keep the Patent in full force and effect.

NOW THERFORE, in consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns to Assignee all of his right, title, and interest in the invention and Patent to Assignee for the entire term of the issued patents.
- 2. The right, title and interest in the patents is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.
- 3. Assignor warrants that Assignor is the legal owner of all right, title, and interest in the Patent, that the Patent has not been previously pledged, assigned, or encumbered and that this Assignment does not infringe the rights of any person.
- 4. This Assignment and all matters relating hereto, including any matter or dispute arising out of the Assignment, shall be governed by and construed in accordance with the internal laws of the State of New Mexico without regard to its conflicts of laws principles. The parties agree and consent that any causes of action or suits related to this Assignment must be filed in the state or federal courts of State of New Mexico located in Albuquerque, New Mexico. The parties consent to the exclusive jurisdiction of said courts and waive any objections to such jurisdiction. The parties waive their right to request a change of venue.
- 5. If any term of this Assignment is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded only to the extent of such invalidity, illegality, or unenforceability and all other terms shall remain in full force and effect.

ASSIGNOR:

KERRY FRANKLIN

Signature:

ASSIGNEE: OPTIMUM GRIP, LLC

Signature:

Matthew Finkelstein, Manager

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