505552534 07/01/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5599335

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BEARD KING CORP.	06/14/2019

RECEIVING PARTY DATA

Name:	BEARD BIBS, LLC		
Street Address:	222 CORTLAND AVE		
City:	KENMORE		
State/Country:	NEW YORK		
Postal Code:	14223		

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	10081113
Patent Number:	10124497
Patent Number:	D804319

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.

Email: shawn@ecommlawgroup.com

Correspondent Name: SHAWN A. HUSSAIN Address Line 1: 11718 SW 13TH CT

Address Line 2: SUITE 1

Address Line 4: PEMBROKE PINES, FLORIDA 33025

NAME OF SUBMITTER:	SHAWN A. HUSSAIN
SIGNATURE:	/Shawn A. Hussain/
DATE SIGNED:	06/28/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

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PATENT 505552534 REEL: 049641 FRAME: 0886

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> PATENT REEL: 049641 FRAME: 0887

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Assignment"), dated as of June 14, 2019 (the "Effective Date"), is made by Beard King Corp., a Florida corporation ("Assignor"), in favor of Viraj Patel ("Assignee").

WHEREAS, Assignee is the purchaser of all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of even date herewith, as may be amended to date (collectively, the "**Purchase Agreement**");

WHEREAS, pursuant to the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor; and

WHEREAS, Assignor owns all of the rights, title and interest in and to the Patent Assets (as defined herein), and, pursuant to the Purchase Agreement, has agreed to execute and deliver this Assignment, for recording with the United States Patent and Patent Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor and Assignor, all of Assignor's and Assignor's right, title and interest in and to the following:
- a. all Patent registrations and Patent applications, including, without limitation, those set forth on <u>Schedule 1</u>, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the "**Patent Assets**"), together with the goodwill of the business connected with the use of, and symbolized by, the Patent Assets:
- b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Patent Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Patent Assets to Assignee, or any assignee or successor thereto.
- 3. <u>Terms of the Purchase Agreement</u>. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patent Assets. The representations,

warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

- 4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without giving effect to any choice or conflict of law provision or rule.

(Signature Page Follows)

IN WITNES	S WHEREOF,	the	undersigned	have	duly	executed	and	delivered	this
Assignment as of the	Effective Date.								

ASSIGNOR:

BEARD KING CORP., a Florida corporation
By:
Nicholas Galekovic, Owner
ASSIGNEE: VIRAJ PATEL

SCHEDULE 1 Patent Assets

Title	Agency	Patent Number	Application Number	Filing Date
Beard Bib-	United States	10,081,113	62025624	July 17, 2014
Facial Hair	Patent and			
Clippings	Trademark			
Catcher [Utility	Office			
Patent]				
Beard Bib-	United States	10,124,497	14802173	July 17, 2015
Facial Hair	Patent and			
Clippings	Trademark			
Catcher [Utility	Office			
Patent]				
Beard Bib –	United States	29/620/168	Pending	Pending
Facial Hair	Patent and			
Clippings	Trademark			
Catcher [Design	Office			
Patent]				
Metal Capsule	United States	D804319	D/593,950	February 14, 2017
for Beard Oil –	Patent and			
Capsule [Design	Trademark			
Patent]	Office			

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is dated as of June 25, 2019 (the "Effective Date"), and is from Viraj Patel ("Transferor"), to Beard Bibs, LLC, a Florida limited liability company ("Transferee").

Transferor and Transferee are affiliated;

Transferor is a party to that certain Asset Purchase Agreement dated as of June 14, 2019, as may be amended to date (collectively the "Purchase Agreement") by and between Transferor and Beard King Corp., a Florida corporation ("Seller"), that certain Assignment and Assumption Agreement dated as of June 14, 2019, as may be amended to date (collectively the "Assignment and Assumption") by and between Transferor and Seller, that certain Bill of Sale dated as of June 14, 2019, as may be amended to date (collectively the "Bill of Sale") by and between Transferor and Seller, that certain Copyright Assignment Agreement dated as of June 14, 2019, as may be amended to date (collectively the "Copyright Agreement") by and between Transferor and Seller, that certain Escrow Agreement dated as of June 14, 2019, as may be amended to date (collectively the "Escrow Agreement") by and between Transferor and Seller, that certain Non-Compete and Non-Solicitation agreement dated as of June 14, 2019, as may be amended to date (collectively the "Non-Compete Agreement") by and between Transferor and Seller, that certain Patent Assignment Agreement dated as of June 14, 2019, as may be amended to date (collectively the "Patent Agreement") by and between Transferor and Seller, that certain Trademark Assignment Agreement dated as of June 14, 2019, as may be amended to date (collectively the "Trademark Agreement") by and between Transferor and Seller, that certain Written Consent of Sale dated as of June 14, 2019, as may be amended to date (collectively the "Written Consent of Sale") by and between Transferor and Seller, and all related documents related thereto or referenced therein, which are incorporated herein by this reference (collectively, with the Purchase Agreement, Assignment and Assumption, Bill of Sale, Copyright Agreement, Escrow Agreement, Non-Compete Agreement, Patent Agreement, Trademark Agreement, and Written Consent, hereinafter referred to as the "Agreements"); and

Pursuant to the terms of this Assignment, Transferor desires to convey and transfer to Transferee, and Transferee desires to accept and receive from Transferor, all of Transferor's right, title, interest and obligations in connection with the Agreements.

- 1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby sells, conveys, transfers, assigns and delivers to Transferee, its successors and assigns forever, free and clear of any liens or encumbrances, and Transferee accepts from Transferor, all of the right, title and interest that Transferor possesses in the Agreements, and all of Transferor's burdens, obligations and liabilities in connection with the Agreements.
- 2. **Further Actions.** At any time and from time to time after Effective Date, each of Transferor and Transferee shall execute and deliver, or cause to be executed and delivered to the other party, such other instruments and take such other action, all as such other party may reasonably request, in order to carry out the intent and purpose of this Assignment.

This Assignment shall constitute an assignment of Transferor's entire right, title and interest in and to the Agreements for which an assignment is necessary or appropriate to transfer such right, title and interest.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the Effective Date.

	TRANSFEROR:
	(Interest)
	Viraj Patel
	TRANSFEREE:
	BEARD BIBS, LLC, a Florida limited liability company
	By:Viraj Patel, Manager
Acknowledged and Agreed By:	
BEARD KING CORP., a Florida corporation	
By:Nicholas Galekovic, Owner	
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Nicholas Galekovic	