505576281 07/17/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5623080

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TARYNNE LOPEZ	06/26/2017

RECEIVING PARTY DATA

Name:	DELOS LIVING LLC
Street Address:	860 WASHINGTON STREET
Internal Address:	4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10014

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	29628130
Application Number:	29628135
Application Number:	29628148
Application Number:	29628138
Application Number:	29628142
Application Number:	29628143
Application Number:	29628153

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.

Phone: 3125777000

Email: bsutter@fitcheven.com

Correspondent Name: FITCH EVEN TABIN & FLANNERY LLP

Address Line 1: 120 SOUTH LASALLE STREET

Address Line 2: SUITE 2100

Address Line 4: CHICAGO, ILLINOIS 60603-3406

NAME OF SUBMITTER:	CALISTA J. MITCHELL	
SIGNATURE:	/Calista J. Mitchell/	
DATE SIGNED:	07/17/2019	

Total Attachments: 50 source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page1.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page2.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page3.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page4.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page5.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page6.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page7.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page8.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page9.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page10.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page11.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page12.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page13.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page14.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page15.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page16.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page17.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page18.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page19.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page20.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page21.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page22.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page23.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page24.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page25.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page26.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page27.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page28.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page29.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page30.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page31.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page32.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page33.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page34.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page35.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page36.tif source=Delos Living -Tarynne Lopez - Consulting Agreement_Redacted#page37.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page38.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page39.tif source=Delos Living -Tarynne Lopez - Consulting Agreement_Redacted#page40.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page41.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page42.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page43.tif source=Delos Living -Tarynne Lopez - Consulting Agreement_Redacted#page44.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page45.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page46.tif source=Delos Living -Tarynne Lopez - Consulting Agreement Redacted#page47.tif

source=Delos Living -Tarynne Lopez - Consulting Agreement_Redacted#page48.tif source=Delos Living -Tarynne Lopez - Consulting Agreement_Redacted#page49.tif source=Delos Living -Tarynne Lopez - Consulting Agreement_Redacted#page50.tif



June 21, 2017

Tarynne Lopez 476 Brookside Place, Cranford, NJ 07016

Dear Tarynne:

We are pleased that you, Tarynne Lopez ("Consultant"), have agreed to act as an independent consultant to Delos Living, LLC (the "Company") (each individually a "Party" or collectively, the "Parties"). Please accept this independent contractor's agreement (the "Agreement"), which sets forth the terms and conditions of Consultant's relationship with the Company.

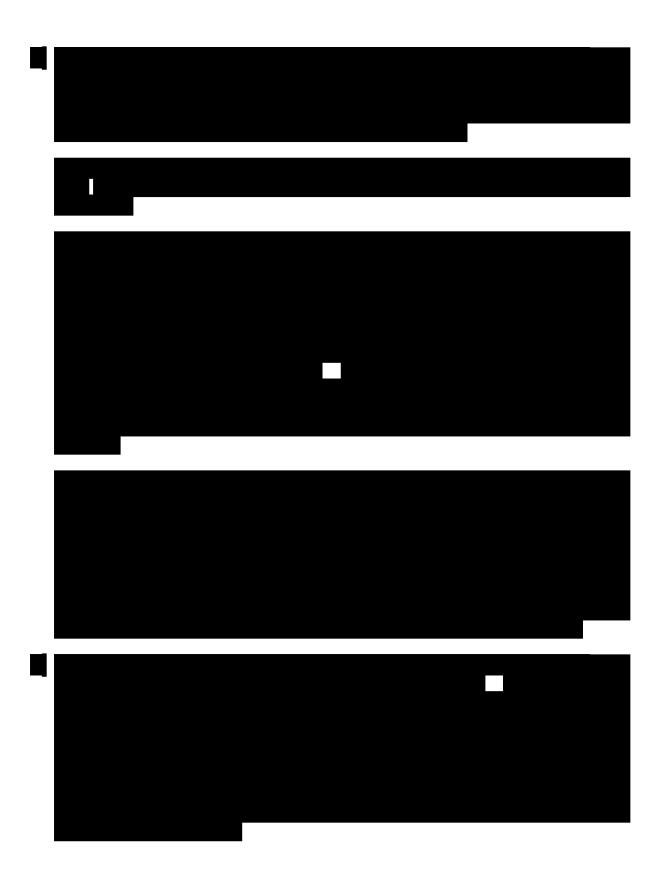
The Parties agree to the following terms and conditions:

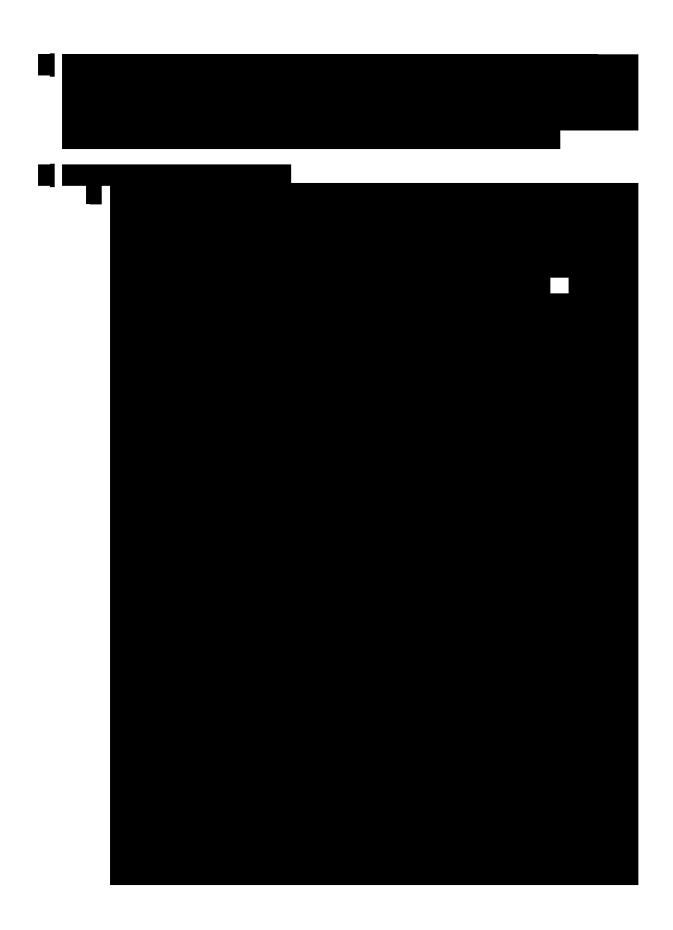
- 1. Effective Date and Parties: This Agreement is effective as of June 26, 2017 ("Effective Date") and is made by and between the Company and Consultant.
- 2. Services: During the term of this Agreement, Consultant shall render to the Company (or to such of the Company's subsidiaries, affiliates or other related companies, whether currently existing or hereafter formed (individually or collectively "Company Affiliates") as the Company shall designate) the following services (the "Services"):
 - a. User Interface Design Services, including specifically working on the interfaces for Company's home automation application for rollout in markets potentially including both the United States and Australia, for inclusion in Company's "Wellness Premier" or similar goods and service offerings.
 - b. Consultant shall cooperate and collaborate, as directed by Company, with other third parties working with or for Company in development of such home automation application.



Delos Living LLC

22 Little West 12th Street, 4th Floor, New York, NY 10014





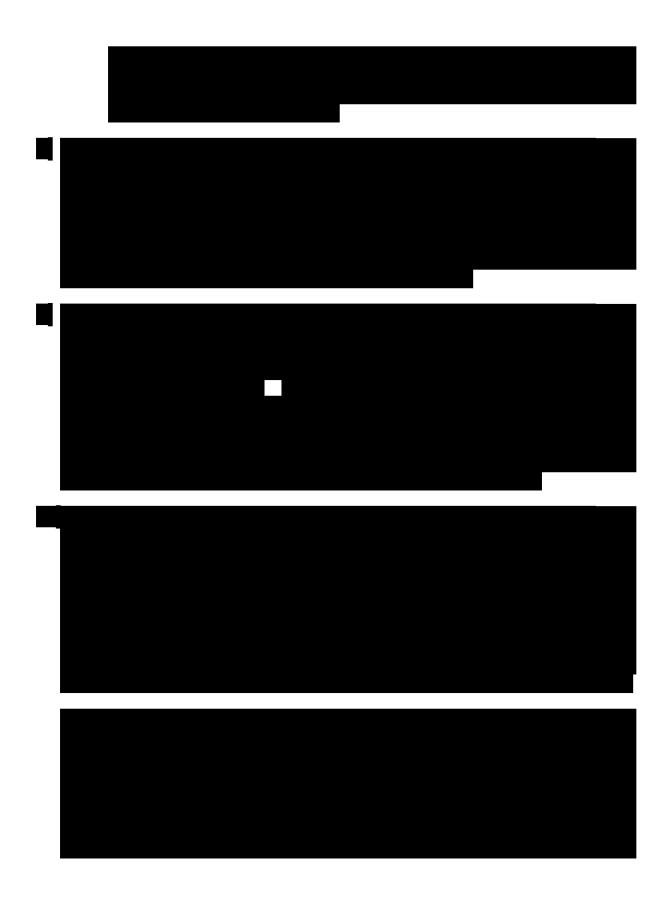


7. Work For Hire; Non-Infringement:

a. Consultant agrees to disclose and assign, and does hereby assign, to the Company (or as the Company may direct) as Company's exclusive property, all inventions, discoveries, innovations, improvements, know-how, trade secrets, ideas, and technical or business information that the Consultant may solely or jointly develop, conceive, reduce to practice or author: (1) under this Agreement; or (2) in connection with the Consultant's performance of the Services for the Company or Company Affiliates under this Agreement; or (3) through the use of any equipment, supplies, facilities, materials, intellectual property, Confidential Information or other proprietary information, software, analytics or other tools, data or other resources of the Company or Company Affiliates; or (4) that are embodied in or by any deliverable, Work Product (as defined in next paragraph), or Services provided by the Consultant to the Company or Company Affiliates under this Agreement. To the extent that any court of competent jurisdiction finds that any provision of this paragraph is unenforceable because it requires the assignment of any invention in contravention of the law of public policy of that jurisdiction, this paragraph shall be interpreted to impose only the maximum permissible assignment obligation.

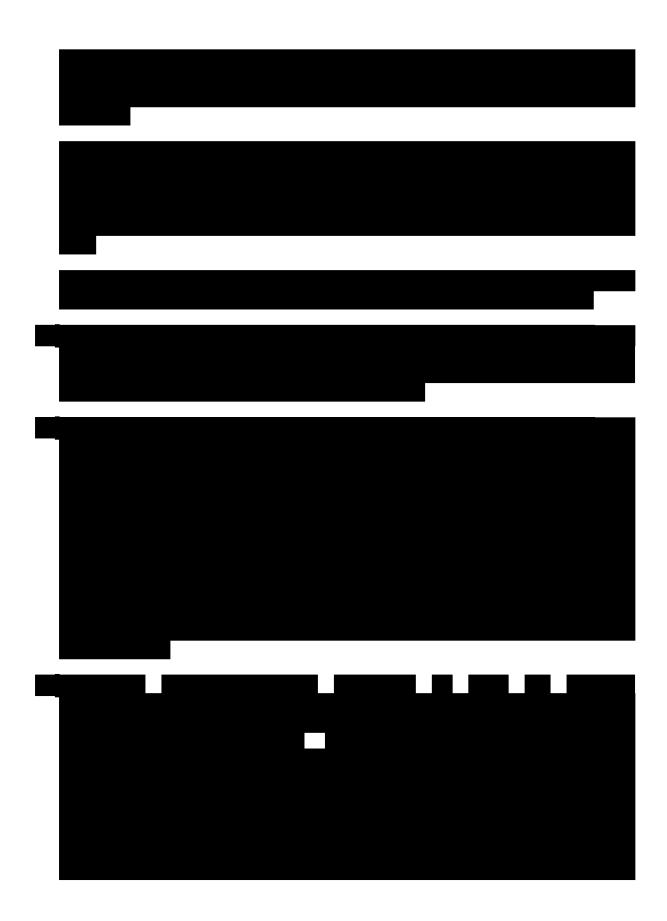
PATENT REDACTED REEL: 049784 FRAME: 0368

b. All materials and other works of authorship (whether original or duplicates) including, without limitation, designs, drawings, concepts, written text, file or data base materials in whatever form, software, software code, data, know-how, tools, books, images and other graphic materials, manuals, training materials, presentation materials, client record cards, client files, correspondence, documents, contracts, orders, messages, memoranda, notes, proposals, strategy documents and plans, agreements, invoices, receipts, lists, software listings or printouts, all programmer generated materials, documentation of tests conducted by Consultant, all computer programs and software prepared, compiled or acquired by Consultant in connection with the performance of the Services for the Company or Company Affiliates hereunder, specifications, models, algorithms and procedures, data analysis and analytics tools and processes, computer programs and software, and records of any kind in Consultant's possession or control which in any way relate or pertain to the Company's and Company Affiliates' work or operations, whether furnished to Consultant by the Company or prepared, compiled or acquired by Consultant during the term of this Agreement (collectively referred to as "Work Product"), shall be the sole property of the Company and Company Affiliates. Such materials shall expressly include, without limitation, all of the Company's Confidential Information. At any time upon request of the Company, and in any event promptly upon termination or expiration of this Agreement, Consultant shall deliver all such Work Product to the Company. Any payment due to Consultant shall be paid in full upon delivery of Work Product. Payment to Consultant will not be unreasonably withheld. Consultant agrees that any and all Work Product, and all intellectual property embodied in or by such Work Product, produced by Consultant and Consultant's personnel within the scope of this Agreement, including all copyright, patent, trademark, trade secrets, designs, inventions, and/or other intellectual property rights of any kind developed by Consultant shall be owned by Company and, to the extent possible, considered a "work made for hire" as defined in the Copyright Act of 1976, 17 U.S.C. §101 as amended et seg., and is therefore owned solely and exclusively by the Company under §201(b), which vests copyright ownership of works for hire in the Company for whom the Work Product is prepared. To the extent that title to any such Work Product may not, by operation of law, or other paragraph in this Agreement, vest in the Company or such Work Product otherwise may not be considered a work made for hire, by executing this Agreement, Consultant hereby irrevocably assigns all rights, title and interest to all Work Product, and all intellectual property rights embodied in or by such Work Product, to the Company and agrees to enter, complete and provide to Company any further documentation necessary to effectuate the same.





PATENT PEDACTED REEL: 049784 FRAME: 0371





19. Miscellaneous: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns except that Consultant's rights and obligations hereunder shall not be assignable or assumable, except with the written permission of the Company, and any purported assignment in violation of this Agreement shall be null and void. This Agreement constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof and there shall be no additions to or changes in the provisions hereof, nor any representations with respect to the subject matter hereof, except as shall be in writing signed by the Party to be charged therewith. No waiver of any of the rights or obligations hereunder shall be valid except as shall be in writing signed by the Party to be charged therewith. In the event any provision or clause of this Agreement shall be determined by a court of competent jurisdiction, to be invalid or otherwise unenforceable for any reason, the same shall be severed from this agreement and the remainder of this Agreement shall continue in full force and effect in accordance with its terms. This Agreement is non-exclusive. This Agreement may be executed in counterpart and/or by facsimile or email transmission.

[signatures follow]

PATENT PEDACTED REEL: 049784 FRAME: 0373

If the foregoing terms and conditions meet with your approval, please indicate your acceptance by signing in the space provided below.

Very truly yours,

Delos Living LLC

Name: Paul Scialla

Title: Chief Executive Officer

22 Little West 12th Street, 4th Floor New York, NY 10014

Tarynne Lopez

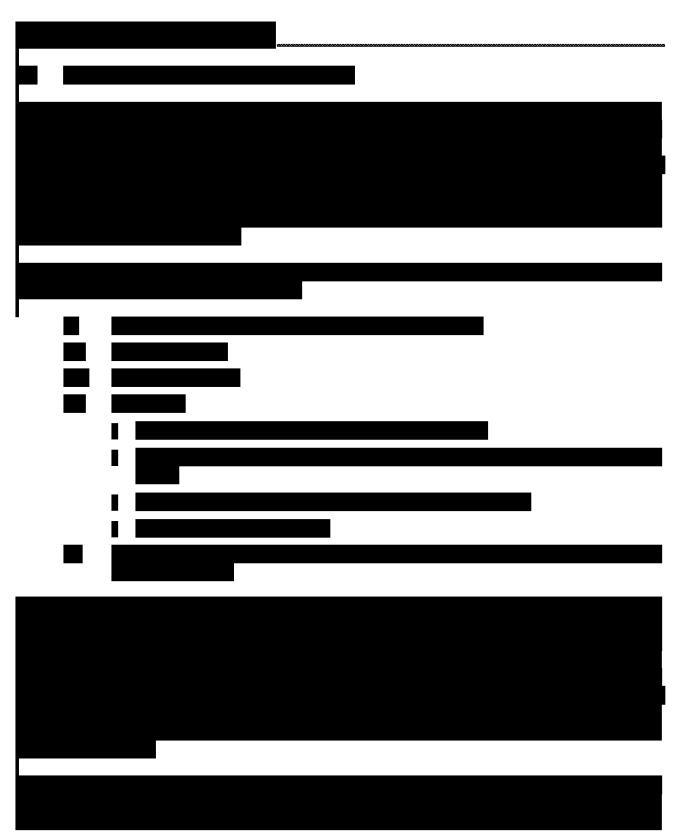
Taryune lopes --- 3E36C9CD8457499...

476 Brookside Place, Cranford, NJ 07016

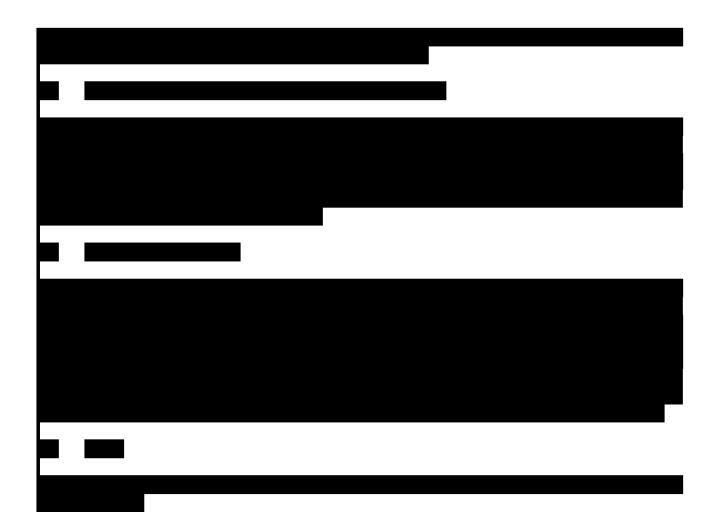




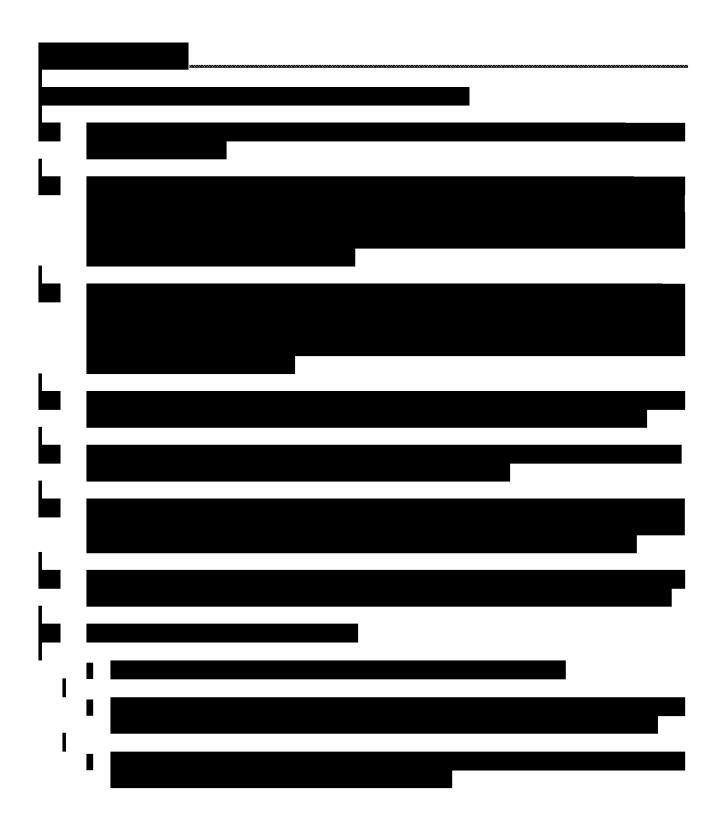




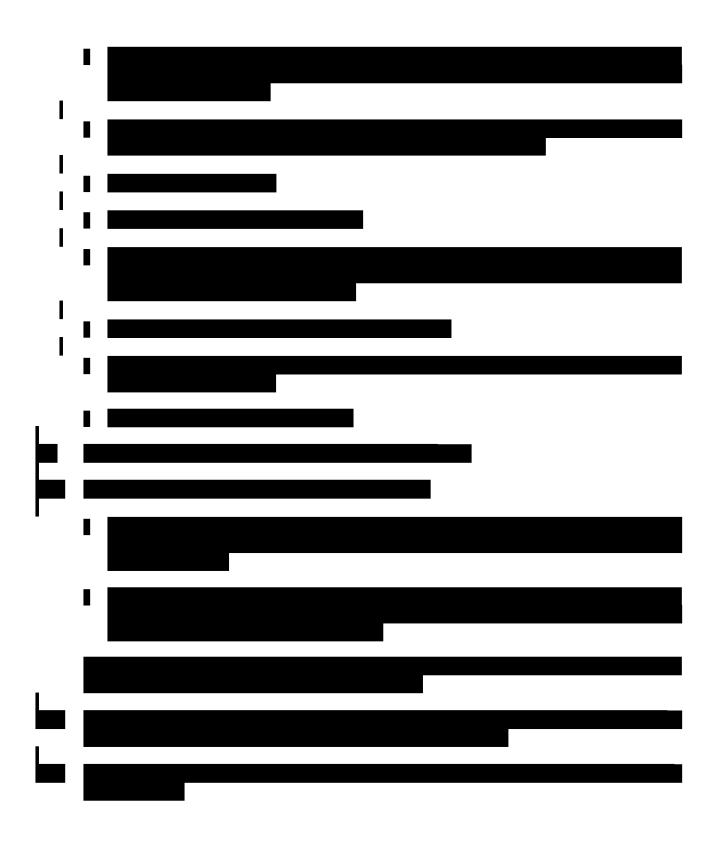








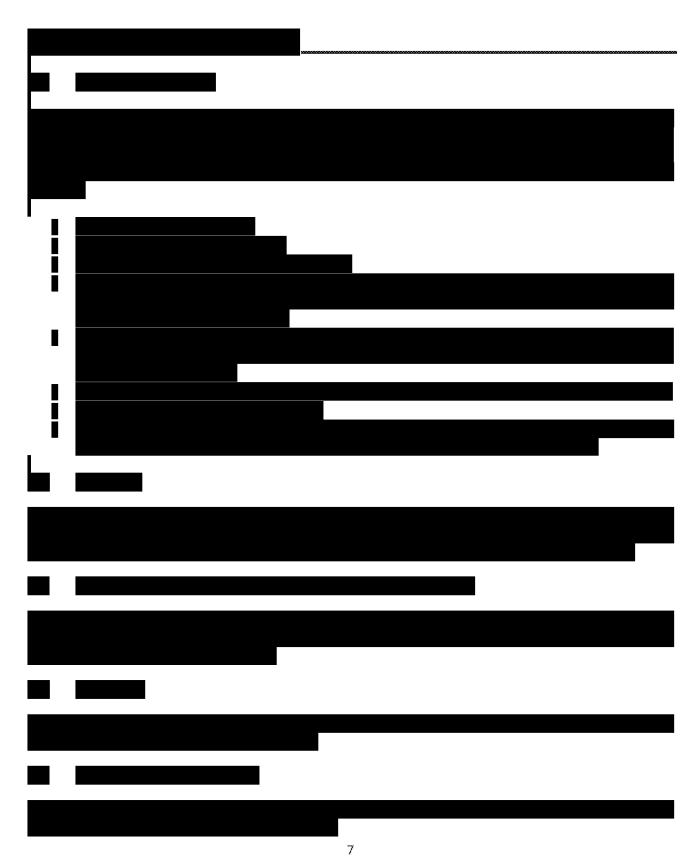






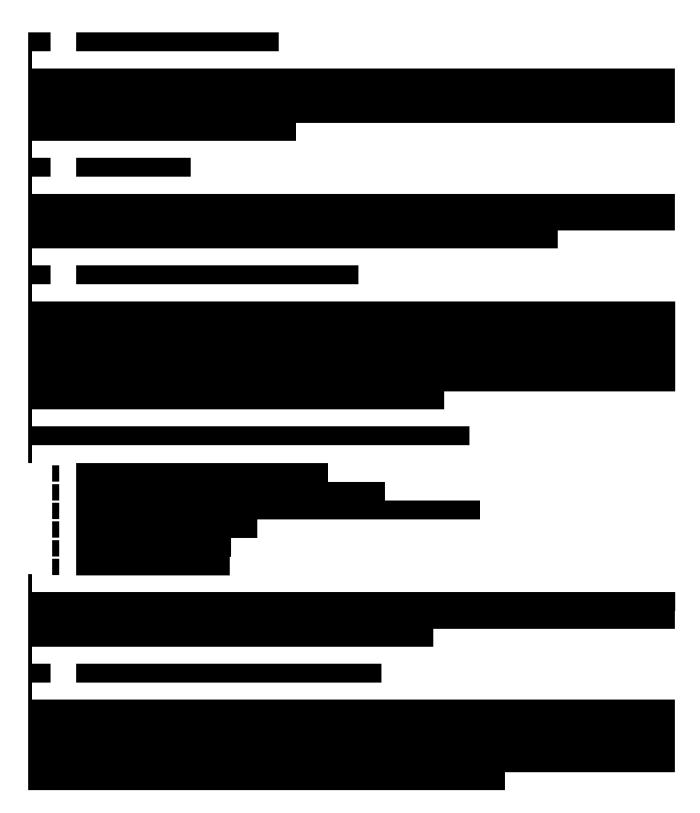




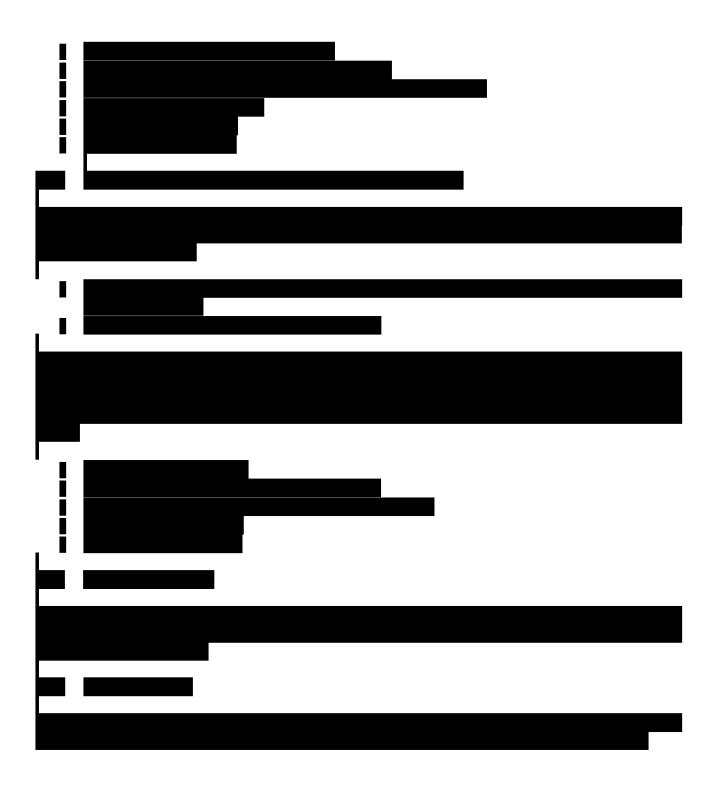


REEL: 049784 FRAME: 0382

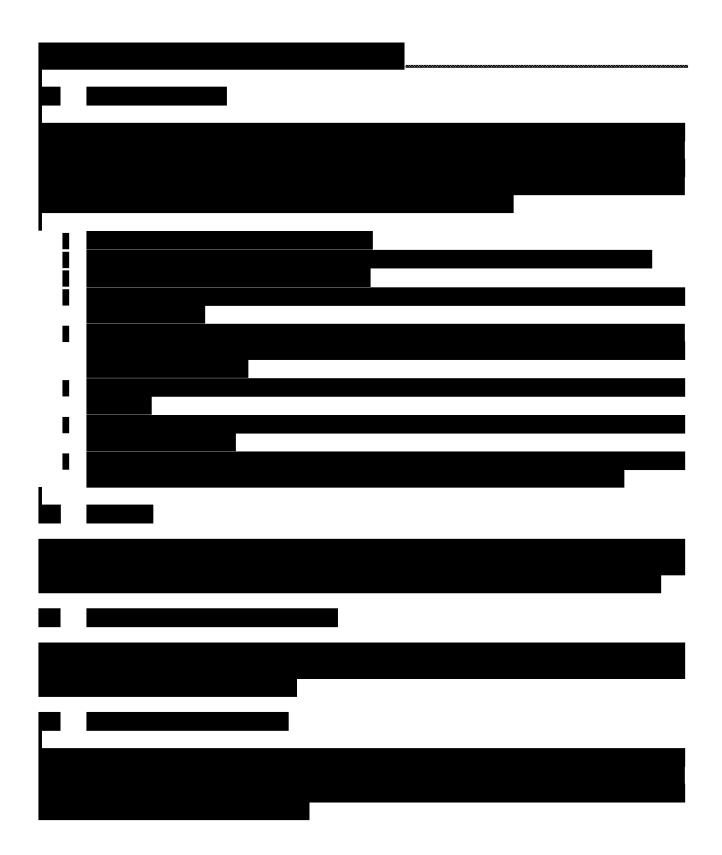




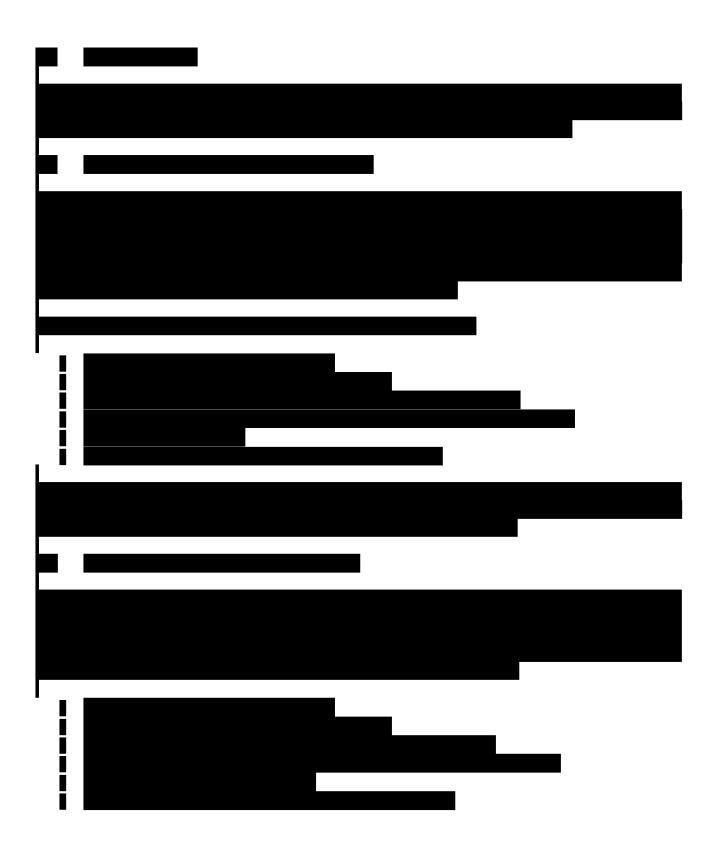








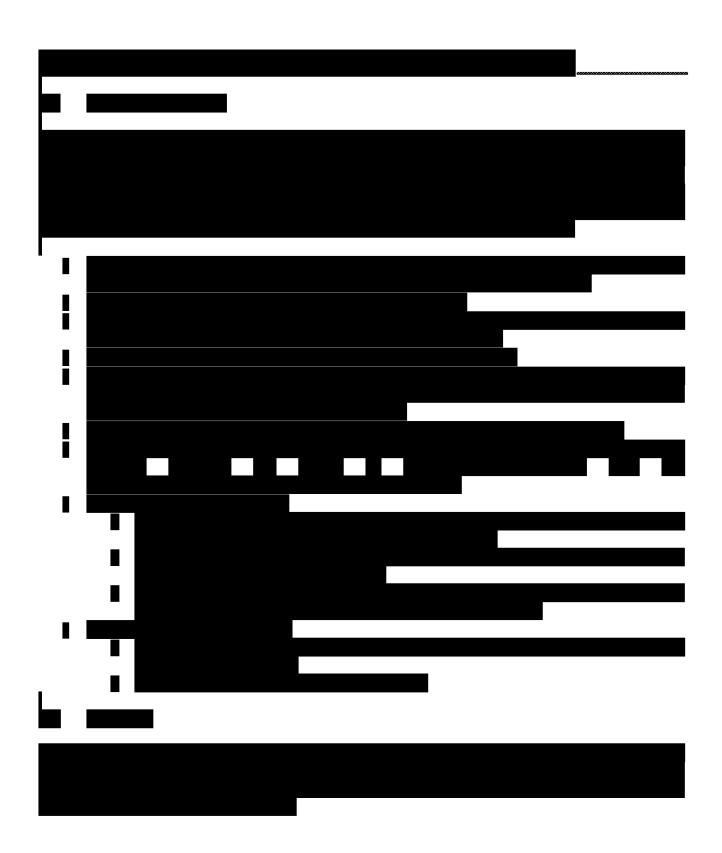




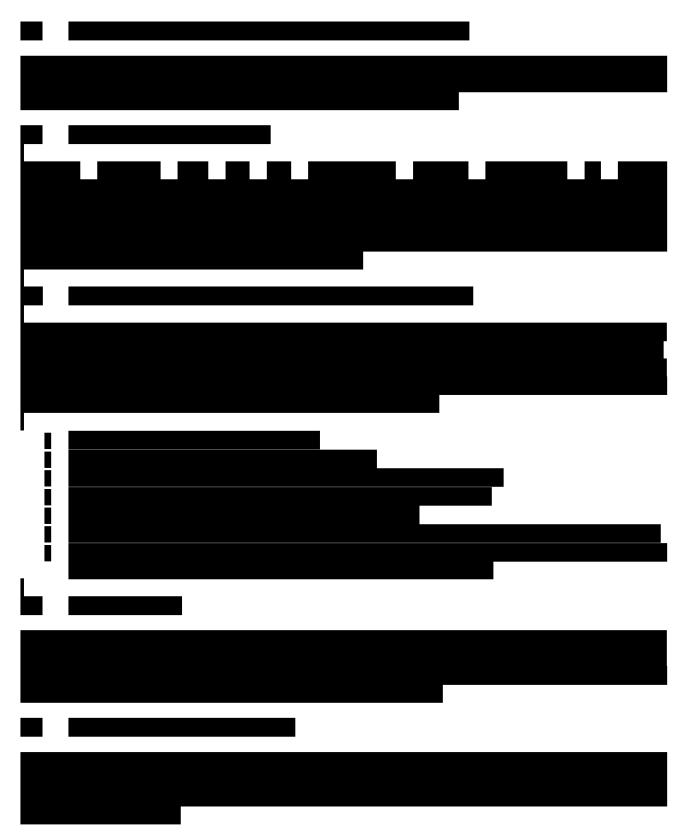




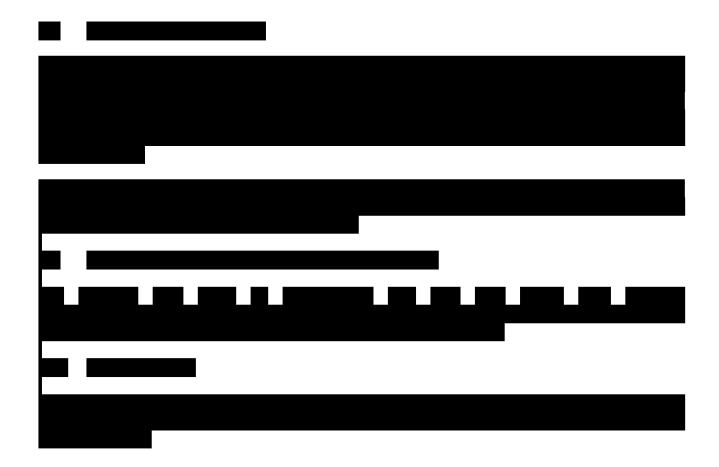




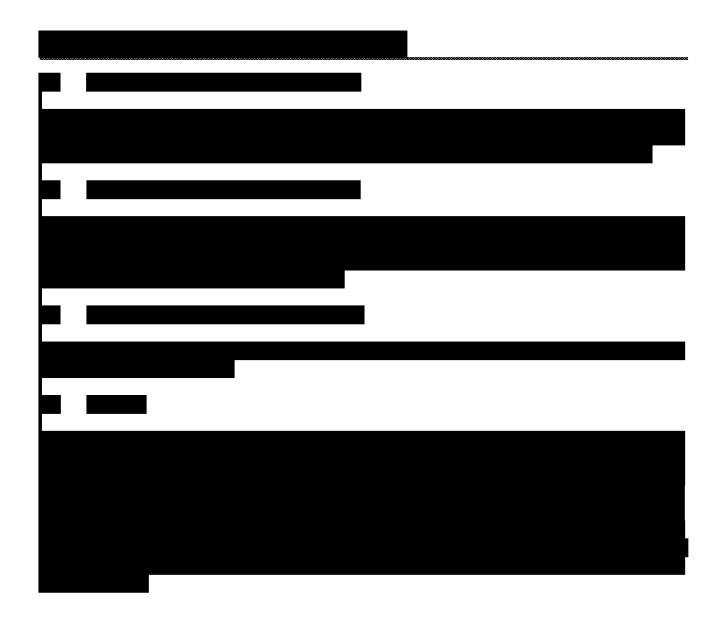




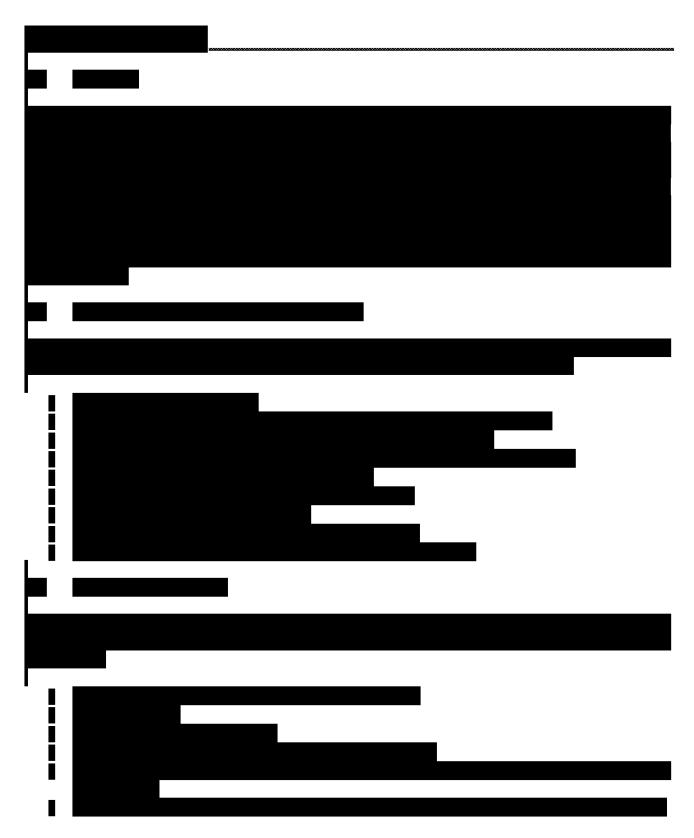




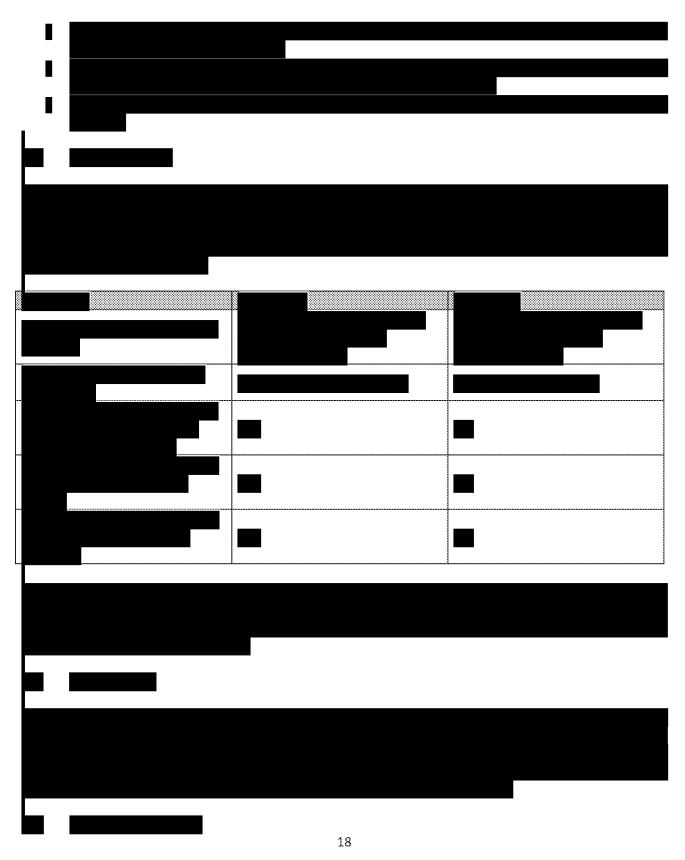










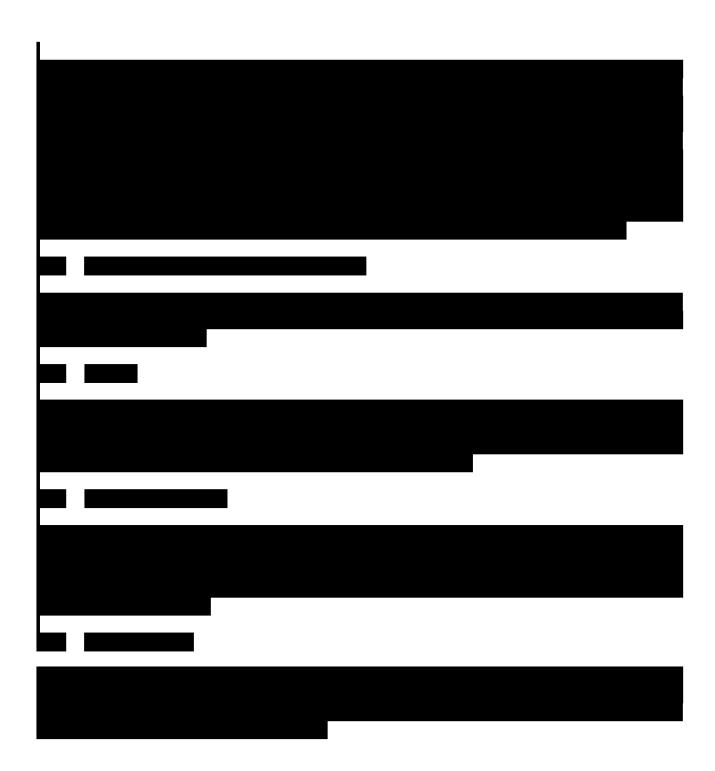


PATENT PEDACTED REEL: 049784 FRAME: 0393

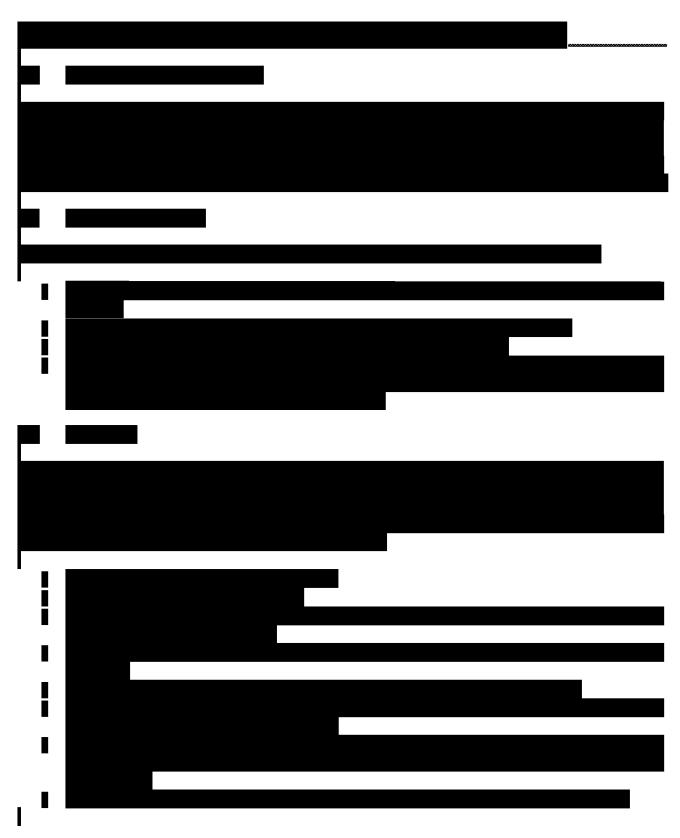




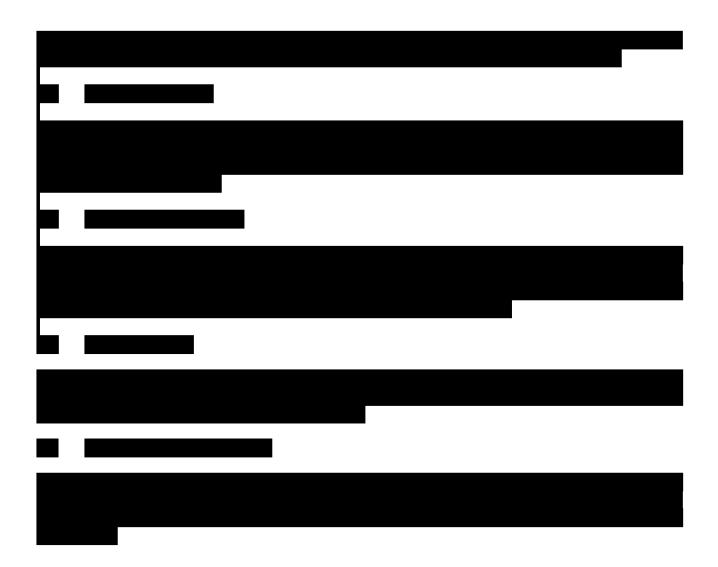




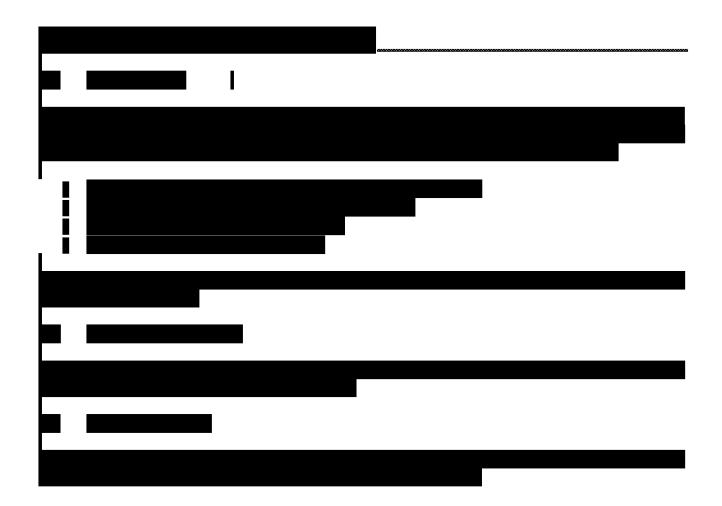




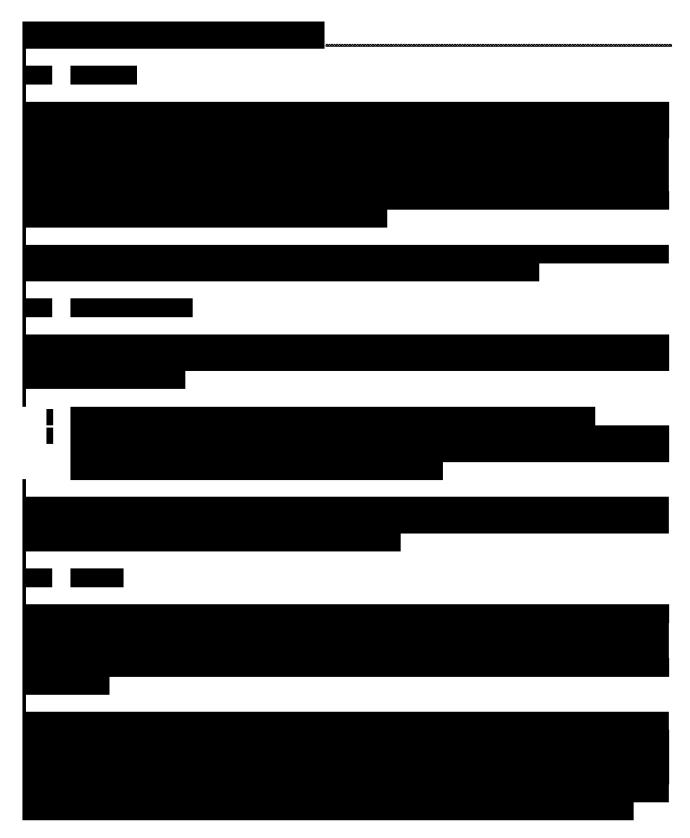












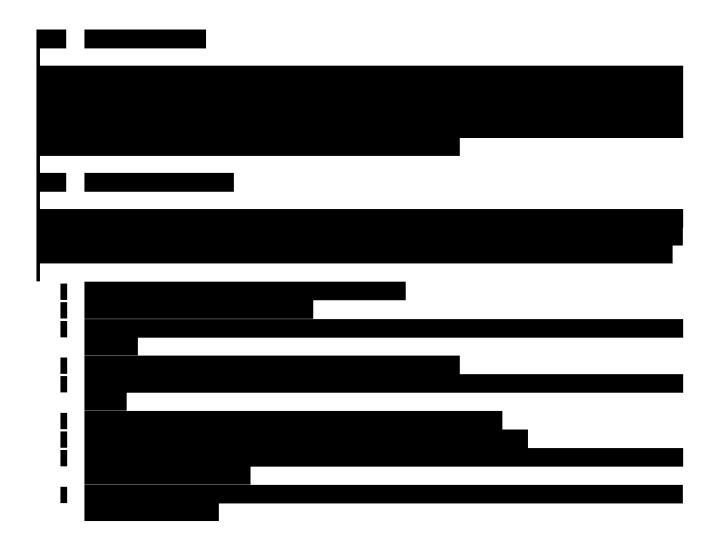




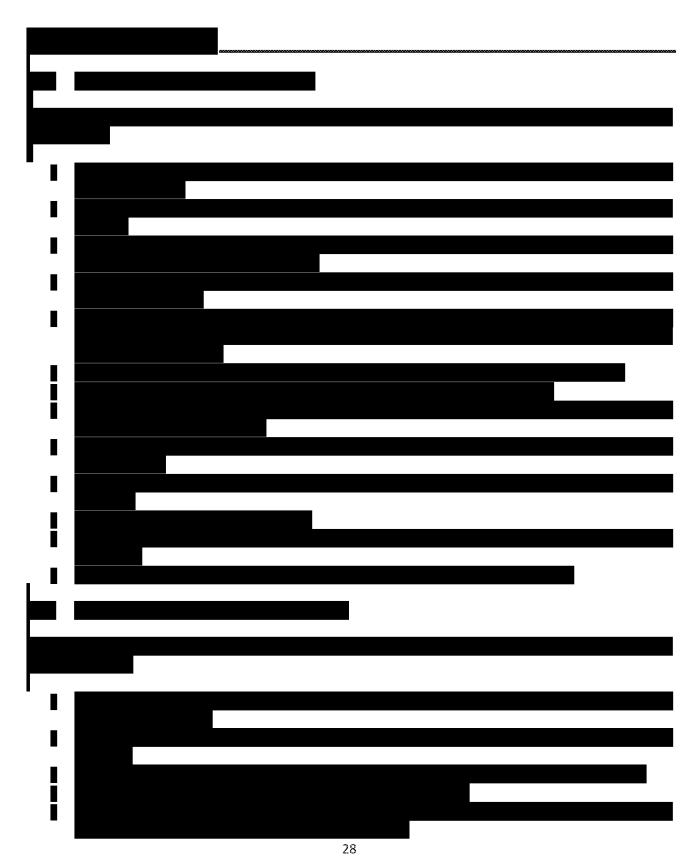








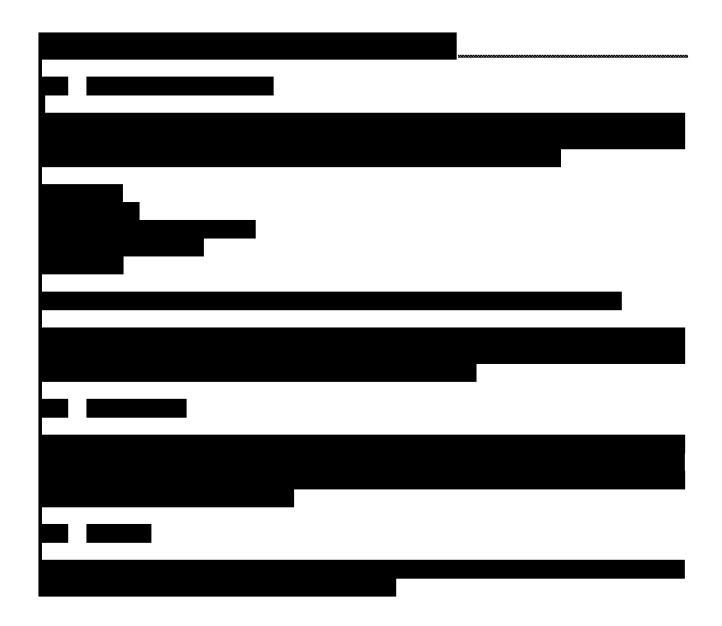




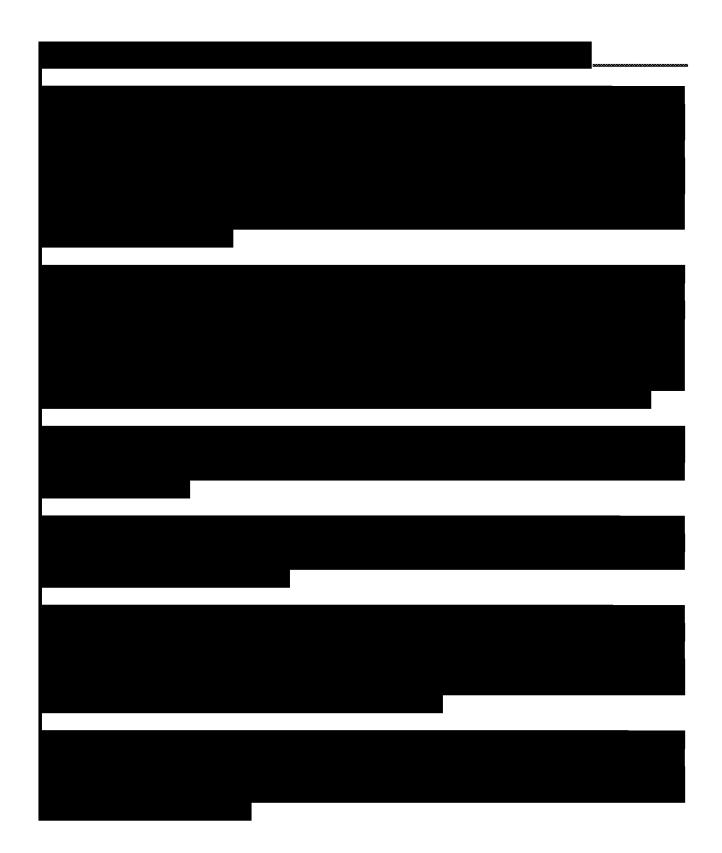
PATENT PEDACTED REEL: 049784 FRAME: 0403



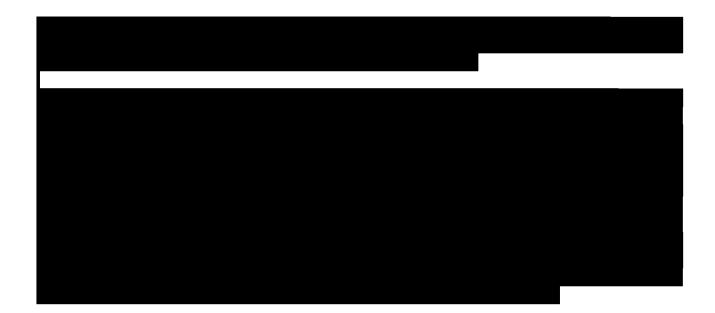




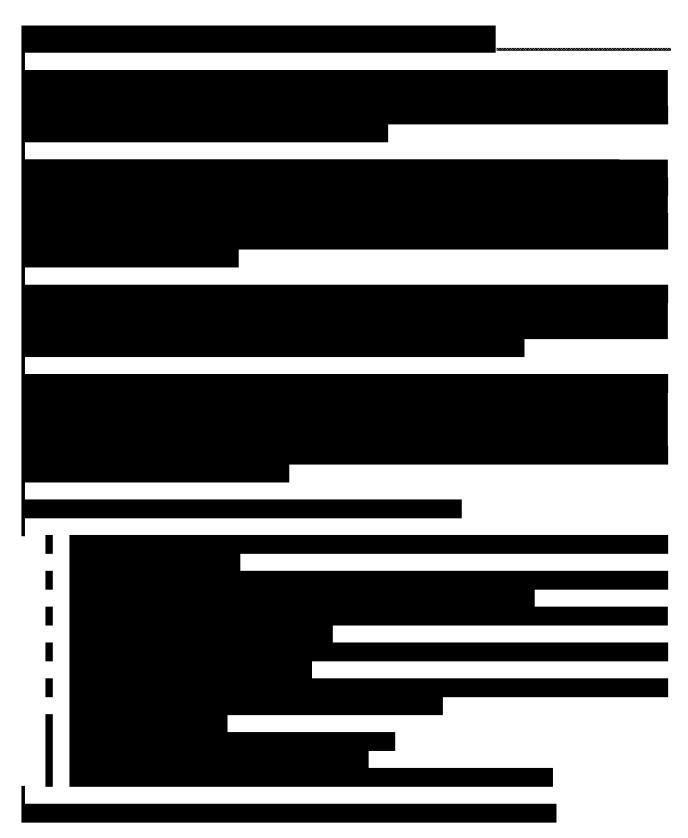




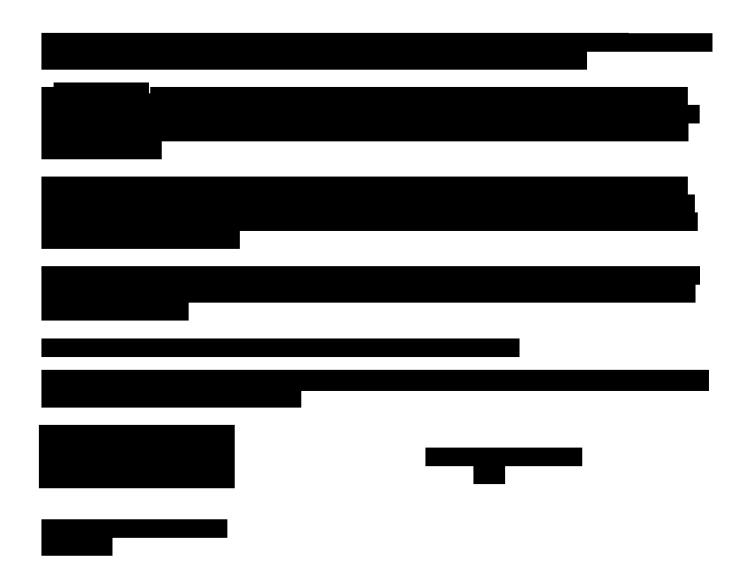




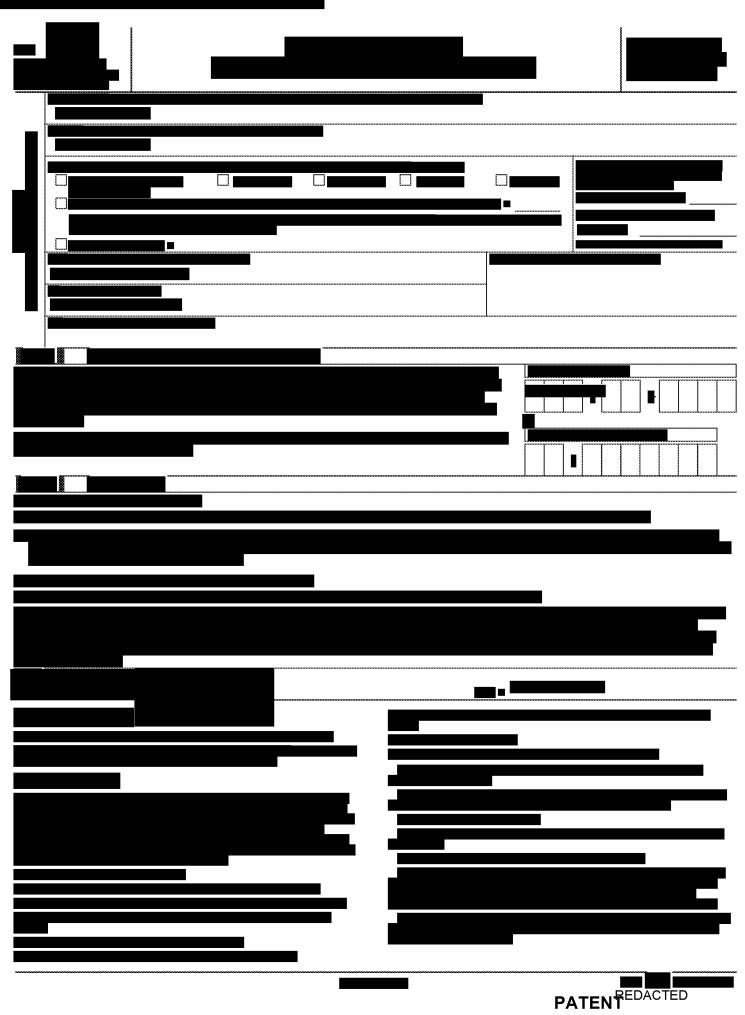








PATENT REEL: 049784 FRAME: 0410



REEL: 049784 FRAME: 0411



PATENT - STEEL: 049784 FRAME: 0412



REEL: 049784 FRAME: 0413



RECORDED: 07/17/2019

PATENT REEL: 049784 FRAME: 0414