

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5705398

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SALT CREEK CREATIONS, LLC	09/03/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DWELL OUTDOORS, LLC
<b>Street Address:</b>	4026 S WEST TEMPLE
<b>City:</b>	MILLCREEK
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84107
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D601653
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>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.</i>	
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<b>NAME OF SUBMITTER:</b>	PRESTON P. FRISCHKNECHT
<b>SIGNATURE:</b>	/Preston P. Frischknecht/
<b>DATE SIGNED:</b>	09/06/2019
<b>Total Attachments: 2</b>	
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## PATENT ASSIGNMENT

**WHEREAS, Salt Creek Creations, LLC, 9381 Peakcock Drive, Sandy, UT 84093 (“Assignor) is the owner and Assignee of Patent No. U.S. D601,653 for a PORTICO SHADE SYSTEM OPERABLE WITH A TENT (“the Patent”),**

**WHEREAS, Dwell Outdoors, LLC, 4026 S West Temple, Millcreek, Utah 84107 (“Assignee”) desires to acquire the entire right, title, and interest in and to the Patent in the United States and throughout the world,**

**NOW, THEREFORE, in consideration of good and valuable consideration rendered by Assignee:**

1. **Assignment.** Assignor hereby grants and assign unto Assignee, any right, title, and interest in the Patent, including any and all patent applications based upon it. Assignee also hereby acquires the right, power, and authority to file and prosecute any patent application in its own name. Assignee also maintains the right to bring actions for infringement related to the Patent in its own name, specifically including the right to seek damages for any past infringement.

2. **Representations and warranties.** Assignor represents and warrants as follows:

- (a) it has not previously sold or transferred the Patent to any third party;
- (b) it has the authority to enter into this agreement;
- (c) it does not believe that the invention underlying the Patent was taken from any third party without authorization (e.g., a knowing copy of another company’s invention); and
- (d) it does not know of any permissions that have to be obtained for this assignment to be completed.

3. **Agreement to cooperate.** Assignor hereby agrees, without further consideration and without expense to Assignee, to sign all lawful papers and to perform all other lawful acts which the Assignee may request in order to make this Assignment fully effective, including the furnishing of all lawful documents as requested by Assignee to further the prosecution of any patent applications relating to the Patent and/or underlying invention, cooperation to the best of Assignor’s ability in executing all other lawful documents pertaining to the invention, and producing evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuance, extension, and infringement proceedings.

4. **Forum selection.** The Parties agree that any action or lawsuit arising out of or related to this Agreement—including but not limited to any action brought to enforce the terms of this Agreement—shall be brought in the federal or state courts of the State of Utah. The Parties agree that they are subject to the personal jurisdiction of such courts for the purposes of any such lawsuit or action.

5. Prevailing party costs and attorneys' fees. In any action arising out of this Agreement, including but not limited to any action brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to the recovery of reasonable attorneys' fees and reasonably incurred costs and expenses of litigation.

6. Heirs and legal representatives. This assignment and agreement shall be binding upon any and all heirs and legal representatives of Assignors.

**ASSIGNOR SALT CREEK CREATIONS**

Signature: 

Name: JACK KIRKHAM

Title: MANAGER

Date: 9/2/19

**SEND COPY TO:**

Mail Stop Assignment Recording Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450  
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