

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5810580

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
FIRST-TO-INVENT, LLC	11/06/2019
TORVIAN INC.	11/06/2019
SPECIALTY COATED PRODUCTS, INC.	11/06/2019

RECEIVING PARTY DATA

Name:	TORVENT, LLC
Street Address:	8 THE GREEN STE R
City:	DOVER
State/Country:	DELAWARE
Postal Code:	19901

PROPERTY NUMBERS Total: 29

Property Type	Number
Patent Number:	10273112
Patent Number:	8266805
Patent Number:	8745879
Patent Number:	8910387
Patent Number:	9380743
Patent Number:	7412768
Patent Number:	8025249
Patent Number:	6854185
Patent Number:	8307558
Patent Number:	6581292
Patent Number:	D814894
Patent Number:	9253942
Patent Number:	8863395
Patent Number:	9516807
Patent Number:	D598255
Patent Number:	D796293
Patent Number:	D597804
Patent Number:	D598294

PATENT

Property Type	Number
Patent Number:	D769088
Patent Number:	D769087
Patent Number:	D769086
Patent Number:	9924631
Patent Number:	D814893
Patent Number:	D756728
Patent Number:	D825293
Application Number:	15881252
Application Number:	15865653
Application Number:	15705496
Application Number:	16229053

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: 9105859189

Email: george.alliss@gmail.com

Correspondent Name: GEORGE E ALLISS

Address Line 1: 807 DOGWOOD DRIVE

Address Line 4: FAIRMONT, NORTH CAROLINA 28340

NAME OF SUBMITTER:	GEORGE E. ALLISS
SIGNATURE:	/George E. Alliss/
DATE SIGNED:	11/08/2019

Total Attachments: 10

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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT, effective November 6, 2019 by and between Torvian Inc. & Specialty Coated Products, Inc. with a principle place of business located at 275 Lower Morrisville Road, Fallsington, Pennsylvania and First-To- Invent, LLC with a principle place of business located at 807 Dogwood Drive, Fairmont, North Carolina, hereunder referred to as "Assignors"

Definitions. In addition to the terms defined elsewhere in this Agreement, the following definitions apply to this Agreement.

"Patents" means the United States and Foreign patents and US Patent Applications listed within Exhibit "A" (collectively, the "Existing Patents"), and all U.S. and foreign divisionals, reissues, re-examinations, substitutions, continuations, continuations-in-part, extensions utility models, innovation patents and other forms of corresponding patent and design protection claiming priority to the Existing Patents.

"Products" means any product that practices one or more granted claims of the Patents, which has not expired and has not been held invalid or unenforceable.

WHEREAS, the "Assignors" own the entire right, title and interest in and to the letter of patents and patent applications and the inventions disclosed therein, (hereinafter referred to collectively as the Patent rights) identified within attachment Exhibit "A".

WHEREAS, Torvent, LLC (Delaware) hereinafter referred to as the "Assignee" is desirous of obtaining the entire right, title and interest to issued U.S. and related Foreign patents and patent applications (pending), divisionals, reissues, re-examinations, substitutions, continuations, continuations-in-part, extensions utility models, innovation patents and other forms of corresponding patent and design protection claiming priority to the existing issued patents that are identified by Exhibit "A" the attachment.

WHEREAS, "Assignors" are agreeable to assigning the entire right, title and interest in the Patent Rights to Torvent, LLC.

NOW, THEREFORE, for good and valuable consideration to include additional considerations to George E. Alliss (Inventor) as set forth within the Torvian Inc. & First-To-Invent, LLC Agreement, Dated October 18, 2019 attached as Exhibit "B", the receipt of which is hereby acknowledged, "Assignors" hereby sells, assigns, transfers unto said "Assignee", its successors, legal representatives, on the effective date recited above, all rights, title and interest in (e.g. the entire right to make, use and sell) , to and under the Patent Rights of such letter of patents and patent applications as well as any reissues or extensions that may be granted and for the entire term of any and all U.S. foreign patents that may issue from foreign applications to include divisions, continuations, continuation-in-part or substitute applications filed claiming the benefit of the letter patents and patent applications listed identified within attachments Exhibit "A" and Exhibit "B".

The "Assignors" do hereby grant to "Assignee" all of the "Assignors" entire patent rights listed identified within attachments Exhibit "A" and Exhibit "B" and to bring any necessary action, including, but not limited to lawsuits, against any past, present or future third party infringers, potential or actual, of any transferred asset as if the "Assignors" were bringing such legal action to enforce and to collect damages of said Patent Rights against any/all patent infringers in as the same would have been held and enjoyed by "Assignors" if this assignment and sale had not been made.

"Assignors" Hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty it is to issue patents to issue the same to "Assignee", its successors, legal representatives and assigns in accordance with the terms of this instrument.

"Assignors" hereby covenant and agree that they have full right to convey the entire interest herein assigned, and that "Assignors" have not executed, and will not execute any agreement in conflict herewith; and "Assignors" hereby further covenant and agree that "Assignors" will communicate to "Assignee", its successors, legal representatives and assigns, any material facts known to "Assignors" respecting the inventions, and generally do everything possible to aid "Assignee", its successors, legal representatives and assigns, to obtain and enforce proper protection for the invention in all countries.

"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 "Assignors" under this Agreement, unless "Assignors" has committed fraud in executing this Agreement.

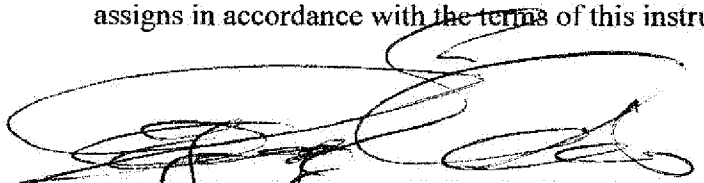
This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Delaware, without regard to conflicts of law principles.

This assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. Executed signature pages to this assignment may be delivered by facsimile, or by email in portable document format (.pdf) and delivery of the signature page by such method will have the same effect as if the original signature had been delivered by the sending party to the receiving party.

This Agreement constitutes the entire agreement between Assignors 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.

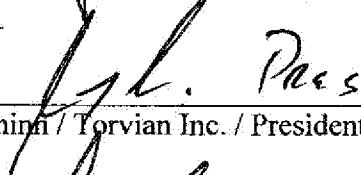
Attachments. If the provisions of any schedule or exhibit to this Agreement are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail. The exhibits and schedules attached hereto or to be attached hereafter are hereby incorporated as integral parts of this Agreement.

"Assignors" Hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty it is to issue patents to issue the same to "Assignee", its successors, legal representatives and assigns in accordance with the terms of this instrument.



George E. Alliss / First-To-Invent, LLC / Owner Member

Date: 11-6-2019



Alex J. Phinn / Torvian Inc. / President

Date: 11-6-2019



Alex J. Phinn / Specialty Coated Products, Inc. / President

Date: 11-6-2019

EXHIBIT "A"

For all the following issued US patent(s) and patent applications listed below the transfer by "Assignment" to Torvent, LLC (Delaware) by First-To-Invent, LLC (Delaware) & Torvian Inc. (Delaware) & Specialty Coated Products Inc. (PA) includes any and all Foreign related patent application(s) filed which may be pending to include any and all Foreign Patents issued that are related to US patents listed below. First-To-Invent LLC & Torvian Inc. & Specialty Coated Products Inc. hereby stipulates that any and all Patent(s) and any and all Patent applications US & Foreign of which George E. Alliss is named as the sole Inventor and or as a Co-Inventor shall be assigned to Torvent, LLC as of 11-6-2019.


US PATENT(S)

1. US 10,273,112 Issued & Published 4-3-2019
2. US 8,266,805 Issued & Published 9-18-2012
3. US 8,745,879 Issued & Published 6-10-2014
4. US 8,910,387 Issued & Published 12-16-2014
5. US 9,380,743 Issued & Published 7-15-2016
6. US 7,412,768 Issued & Published 8-9-2008
7. US 8,025,249 Issued & Published 9-27-2011
8. US 6,854,185 Issued & Published 2-15-2005
9. US 8,307,558 Issued & Published 11-13-2012
10. US 6,581,292 Issued & Published 6-24-2003
11. US D814,894 Issued & Published 4-10-2018
12. US 9,253,942 Issued & Published 2-9-2016
13. US 8,863,395 Issued & Published 10-21-2014
14. US 9,516,807 Issued & Published 12-13-2016
15. US D598,255 Issued & Published 8-18-2009
11. US D796,293 Issued & Published 9-5-2017
12. US D597,804 Issued & Published 8-11-2009
13. US D598,294 Issued & Published 10-18-2016
14. US D769,088 Issued & Published 10-18-2016
15. US D769,087 Issued & Published 10-18-2016
16. US D769,086 Issued & Published 10-18-2016
17. US 9,924,631 Issued & Published 3-27-2018

- 18. US D814,894 Issued & Published 4-10-2018
- 19. US D814,893 Issued & Published 4-10-2018
- 20. US D756,728 Issued & Published 5-24-2016
- 21. US D825,293 Issued & Published 8-14-2018


US PATENT APPLICATION(S)

- 1. US 15/881252 Publication No. 20180168098 Published 6-21-2018
- 2. US 15/865653 Publication No. 20180132417 Published 5-17-2018
- 3. US 15/705496 Publication No. 20180020615 Published 1-25-2018
- 4. US 16/229053 Publication No. 20190185289 Published 6-20-2019



George E. Alliss / First-To-Invent, LLC/Owner Member

Date: 11-6-2019



Alex J. Phinn / Torvian Inc. / President

Date: 11-6-2019



Alex J. Phinn / Specialty Coated Products, Inc. / Pres.

Date: 11-6-2019

EXHIBIT "B"

AGREEMENT

THIS AGREEMENT, made and concluded this 18th day of October, 2019, by and between TORVIAN, INC., a Delaware corporation, maintaining a principal place of business in Fallsington, Pennsylvania (hereinafter referred to as "Torvian") and FIRST-TO-INVENT, LLC, a North Carolina limited liability company, maintaining a principal place of business in Fairmont, North Carolina (hereinafter referred to as "First-to-Invent").

WITNESSETH:

WHEREAS, Torvian is the owner of certain patents which have been registered with the United States Patent Office and are described on the attached *Exhibit "A"*;

WHEREAS, First-to-Invent is also the owner of certain patents which have been registered with the United States Patent Office and are described on the attached *Exhibit "B"*;

WHEREAS, the parties hereto are desirous of forming a new limited liability company the purpose of which shall be to take title to the patents described in *Exhibits "A" and "B,"* all of which shall be in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound and for other good and valuable consideration, the parties hereto agree as follows:

1. New Entity. The parties hereto agree that a new entity will be formed known as Torvent, LLC, which will be formed in the State of Delaware. The parties agree that Torvian and First-to-Invent shall equally share the cost to create the new entity. It is further agreed that Torvent, LLC, shall open its operating business accounts with Wells Fargo Bank and that the signatures of George E. Allis and Alex Phinn, as Managers, shall be required on all payouts on behalf of Torvent, LLC.

2. Assignment of Patents. The parties hereto agree to assign the patents described in *Exhibits "A" and "B,"* as well as all patents, patents pending, and provisionals related to trimmer head technology, to the new entity and in furtherance thereof, will see to the filing of the appropriate assignment documents with the United States Patent Office. Notwithstanding that patents, patents pending or provisionals are not identified on *Exhibits "A" and "B,"* the assignment of all patents, patents pending and provisionals are nevertheless included in the provisions of this agreement.

3. Ownership. The parties hereto agree that the new entity, Torvent, LLC, will be owned fifty percent (50%) by George E. Alliss, the owner of First-To-Invent and fifty percent (50%) by Alex Phinn, Todd Phinn, Robert Phinn and John Phinn. In furtherance thereof, the parties will execute a Management Agreement as prepared by an attorney pursuant to terms and conditions mutually agreed to by the Managers (George E. Allis and Alex Phinn) within thirty (30) day from the date Torvent, LLC, has been created. Said Management Agreement shall provide that the management shall be such that fifty percent (50%) of the management shall be by Alex Phinn and fifty percent (50%) of the management shall be by George E. Alliss or the successors and devisees of his estate as described in the Delaware Business Laws. The Operating Agreement shall provide for the distribution of profits, the payment of any compensation for serving as a Manager, the obligation to report sales and earnings, and such other particulars as the parties may agree with respect to the operation.

4. Other Revenue.

(a) All funds received, after expenses, are distributed between George E. Alliss, receiving fifty percent (50%) of the profit distributions, and Alex Phinn, Todd Phinn, Robert Phinn and John Phinn collectively receiving fifty percent (50%) of the profit distributions.

(b) George E. Alliss shall receive additional consideration for the transfer of patents owned by First-to-Invent, LLC, which shall not be paid until such time as funds are received from the FTI patent infringement claim. If One Million Dollars (\$1,000,000.00) is secured from the infringement settlement, George E. Alliss will receive One Hundred Thousand Dollars (\$100,000.00); if Two Million Dollars (\$2,000,000.00) is secured from the infringement settlement, George E. Allis will receive an additional One Hundred Thousand Dollars (\$100,000.00). To the extent no funds are received, then George E. Alliss shall not receive any funds as noted in this subsection.

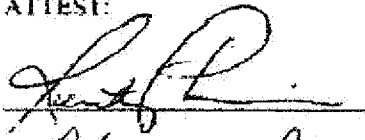
5. Miscellaneous.

(a) This Agreement constitutes the entire understanding of the parties with respect to the subject matter of the Agreement. To the extent any other discussions have occurred prior hereto, same shall have been merged into the terms and conditions of this Agreement.


(b) This Agreement shall be binding upon the respective parties, their successor and assigns and shall be interpreted in accordance with the laws of the State of Delaware.

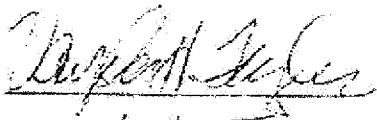
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

ATTEST:


Robert J. Phinney

TORVIAN, INC.

By: 
Name: Alex T. Phinney
Title: President


Vayda H. Taylor

FIRST-TO-INVENT, LLC


By: 
Name: GEORGE F. ALUSS
Title: OWNER

EXHIBIT "A"

Note: for all the following issued US patent(s) and patent application(s) listed below the transfer by assignment to Torvent, LLC by Torvian Inc. shall include any and all Foreign related patent application(s) filed which may be pending to include any and all Foreign Patents issued that are related to US patents listed below and Torvian Inc. hereby stipulates that any and all patent(s) and patent applications US & Foreign of which George E. Alliss is named as the sole Inventor and or as a Co-Inventor shall be assigned to Torvent, LLC

US PATENT(S)

1. US 7,412,768
2. US 8,025,249
3. US 6,854,185
4. US 8,307,558
5. US 6,581,292

US PATENT APPLICATIONS

1. US 16/229053 Publication No. 20190185289

EXHIBIT "B"

Note: for all the following issued US patent(s) and patent applications listed below the transfer by assignment to Torvent, LLC by First-To-Invent, LLC includes any and all Foreign related patent application(s) filed which may be pending to include any and all Foreign Patents issued that are related to US patents listed below and First-To-Invent, LLC hereby stipulates that any and all patent(s) and patent applications US & Foreign of which George E. Alliss is named as the sole Inventor and or as a Co-Inventor shall be assigned to Torvent, LLC

PATENT(S)

1. US 10,273,112
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8. US 8,863,395
9. US 9,516,807
10. US D598,255
11. US D796,293
12. US D597,804
13. US D598,294
14. US D769,088
15. US D769,087
16. US D769,086
17. US 9,924,631
18. US D814,894
19. US D814,893
20. US D756,728
21. US D825,293

US PATENT APPLICATION(S)

1. US 15/881252 Publication No. 20180168098
2. US 15/865653 Publication No. 20180132417
3. US 15/705496 Publication No. 20180020615