

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5813333

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TYLER NEMES	01/04/2016
	JOSEPH BENEDETTI	12/05/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TWIN-STAR INTERNATIONAL, INC.	
<b>Street Address:</b>	1690 S. CONGRESS AVE., SUITE 210	
<b>City:</b>	DELRAY BEACH	
<b>State/Country:</b>	FLORIDA	
<b>Postal Code:</b>	33445	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16679603
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(216)348-5474	
<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>		
<b>Phone:</b>	216-348-5400	
<b>Email:</b>	ipmailbox@mcdonaldhopkins.com	
<b>Correspondent Name:</b>	MCDONALD HOPKINS LLC	
<b>Address Line 1:</b>	600 SUPERIOR AVENUE, EAST	
<b>Address Line 2:</b>	SUITE 2100	
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114-2653	
<b>ATTORNEY DOCKET NUMBER:</b>	43400-91CON	
<b>NAME OF SUBMITTER:</b>	MARK C. GUINTO	
<b>SIGNATURE:</b>	/Mark C. Guinto/	
<b>DATE SIGNED:</b>	11/11/2019	
<b>Total Attachments: 8</b>		
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**PATENT**

**REEL: 050970 FRAME: 0281**

**PATENT ASSIGNMENT**

WHEREAS, we, Tyler Nemes and Joseph A. Benedetti (hereinafter referred to as "Inventors"), jointly have made and invented the certain invention or inventions and/or design or designs (collectively, "the Invention") that are the subject matter of the patent(s), design registration(s), utility model(s), and/or applications for any of the foregoing identified in Schedule "A" attached hereto (together with the Invention, collectively referred to hereinafter as "the Assigned Property"), and

WHEREAS, Twin-Star International, Inc., a Florida corporation, (hereinafter referred to as "Assignee"), whose address is 1690 South Congress Avenue, Suite 210, Delray Beach, FL 33445, is desirous of acquiring the entire right, title and interest in and to Assigned Property.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby jointly and severally acknowledged by Inventors, the parties hereto agree as follows:

1. Inventors jointly and severally hereby sell, assign, convey, and transfer to Assignee, their successors and assigns, Inventors' entire right, title and interest in and to:

- (i) the Invention and worldwide rights therein;
- (ii) the Assigned Property;
- (iii) all patents which shall issue for the Invention including, without limitation, the Assigned Property identified in Schedule "A" and any and all provisionals, nonprovisionals, divisionals, continuations, continuations-in-part, and/or any other applications therefor as well as any and all reissues, reexaminations, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the exclusive right to file and prosecute corresponding patent applications on and for the Invention in the United States and in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Patent Cooperation Treaty and the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any divisional, continuation, continuation-in-part or substitution thereof, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Inventor, had this assignment not been made; and

- (iv) all rights to past, present and future claims of any kind including, without limitation, the right to sue for patent infringement and to recover and retain any and all damages paid or received as a result of the litigation, settlement, and/or pursuit of such claims.

2. Inventors jointly and severally covenant and agree that Inventors will, at any time upon the request and at the expense of Assignee, execute and deliver any and all papers and do all affirmative and lawful acts that may be necessary or desirable, in the opinion and sole discretion of Assignee, to enable and assist Assignee to:

- (a) obtain patents, both domestic and foreign, on and for the Invention, including, without limitation, reviewing and executing any and all patent applications, assignments, declarations, powers of attorney, affidavits, and any other papers and documents in connection with the Invention, the Assigned Property, and the patents and patent applications sold, assigned and transferred under Section 1 of this Assignment, that Assignee may deem necessary or prudent to perfect such patent rights and to obtain and maintain such patents and patent applications;

- (b) establish, maintain and secure title in and for Assignee, its successors and assigns, to the Invention, the Assigned Property, the patents and patent applications sold, assigned and transferred under Section 1 of this Assignment, including making such title lawful public record, whether through recordation with the United States Patent and Trademark Office, foreign patent office(s) or other means; and

- (c) defend, enforce, establish or otherwise preserve the validity of the Assigned Property and

patents and patent applications sold, assigned and transferred under Section 1 of this Assignment against any and all infringers, and perform such other acts as are necessary to give full force and effect to this Assignment, including, without limitation, testifying in any and all legal proceedings, and making all lawful oaths and declarations, which Assignee, its successors and assigns, deem necessary or prudent.

3. Inventors jointly and severally hereby represent and warrant that Inventors are the sole lawful owner of all rights in and to the Assigned Property; that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of the Assigned Property or the patents and patent applications sold, assigned and transferred under Section 1 has been or will be made or entered into which would conflict with this assignment and sale; and that he or she has the full legal right and authority to assign and convey the entire right, title and interest herein assigned and sold. Inventors further jointly and severally represent and warrant that Inventors have not executed, and will not execute, any other agreement(s) in conflict herewith.

4. Inventors jointly and severally hereby irrevocably constitute and appoint Assignee and any officer or agent thereof, with full power of substitution, as his or her and their true and lawful attorney-in-fact, with full irrevocable power and authority in his or her and their name to take any and all action and to execute thereafter any and all documents and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Inventors jointly and severally further grant Assignee and its duly authorized attorneys and agents the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, any foreign patent office, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment. Inventors jointly and severally authorize Assignee, its attorneys and agents to prosecute the application(s) listed in Schedule "A" and, if and as desired, to update the information concerning the application(s) listed in Schedule "A" including inserting the application serial numbers and filing dates, when known, into Schedule "A."

5. This Assignment shall be binding upon Inventors, his or her and their heirs, executors, agents, successors, and assigns.

6. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and scanned signatures sent by e-mail shall be considered as original signatures. The recitals and Schedule "A" of this Assignment are hereby incorporated into and made a part of this Assignment.

IN WITNESS WHEREOF, we have duly executed and made this Assignment effective as of the date indicated next to my name below.

*Signatures appear on the following page.*

**INVENTOR:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Tyler Nemes  
1690 South Congress Avenue  
Suite 210  
Delray Beach, FL 33445

STATE OF FLORIDA \_\_\_\_\_ ;

COUNTY OF \_\_\_\_\_ ;

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by Tyler Nemes who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

**INVENTOR:**

Date: 12-5-16

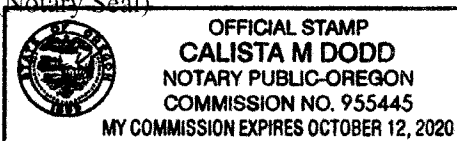
\_\_\_\_\_  
Joseph Benedetti  
2711 Overhill Circle  
Nashville, TN 37214

STATE OF Oregon \_\_\_\_\_ ;

COUNTY OF Hood River \_\_\_\_\_ ;

The foregoing instrument was acknowledged before me this 5<sup>TH</sup> day of December, 2015,  
by Joseph A. Benedetti who is personally known to me or who has produced DRIVERS  
LICENSE as identification.

(Notary Seal)



\_\_\_\_\_  
Notary Public

Calista M Dodd  
Typed, printed or stamped name of Notary Public

**SCHEDULE "A"**

**ASSIGNED PROPERTY**

U.S. Nonprovisional Application No. 14/869,408, entitled "Concealable Electric Fireplace Insert" filed September 29, 2015.

**PATENT ASSIGNMENT**

WHEREAS, we, Tyler Nemes and Joseph A. Benedetti (hereinafter referred to as "Inventors"), jointly have made and invented the certain invention or inventions and/or design or designs (collectively, "the Invention") that are the subject matter of the patent(s), design registration(s), utility model(s), and/or applications for any of the foregoing identified in Schedule "A" attached hereto (together with the Invention, collectively referred to hereinafter as "the Assigned Property"), and

WHEREAS, Twin-Star International, Inc., a Florida corporation, (hereinafter referred to as "Assignee"), whose address is 1690 South Congress Avenue, Suite 210, Delray Beach, FL 33445, is desirous of acquiring the entire right, title and interest in and to Assigned Property.

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- (ii) the Assigned Property;
- (iii) all patents which shall issue for the Invention including, without limitation, the Assigned Property identified in Schedule "A" and any and all provisionals, nonprovisionals, divisionals, continuations, continuations-in-part, and/or any other applications therefor as well as any and all reissues, reexaminations, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the exclusive right to file and prosecute corresponding patent applications on and for the Invention in the United States and in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Patent Cooperation Treaty and the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any divisional, continuation, continuation-in-part or substitution thereof, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Inventor, had this assignment not been made; and
- (iv) all rights to past, present and future claims of any kind including, without limitation, the right to sue for patent infringement and to recover and retain any and all damages paid or received as a result of the litigation, settlement, and/or pursuit of such claims.

2. Inventors jointly and severally covenant and agree that Inventors will, at any time upon the request and at the expense of Assignee, execute and deliver any and all papers and do all affirmative and lawful acts that may be necessary or desirable, in the opinion and sole discretion of Assignee, to enable and assist Assignee to:

- (a) obtain patents, both domestic and foreign, on and for the Invention, including, without limitation, reviewing and executing any and all patent applications, assignments, declarations, powers of attorney, affidavits, and any other papers and documents in connection with the Invention, the Assigned Property, and the patents and patent applications sold, assigned and transferred under Section 1 of this Assignment, that Assignee may deem necessary or prudent to perfect such patent rights and to obtain and maintain such patents and patent applications;
- (b) establish, maintain and secure title in and for Assignee, its successors and assigns, to the Invention, the Assigned Property, the patents and patent applications sold, assigned and transferred under Section 1 of this Assignment, including making such title lawful public record, whether through recordation with the United States Patent and Trademark Office, foreign patent office(s) or other means; and
- (c) defend, enforce, establish or otherwise preserve the validity of the Assigned Property and

patents and patent applications sold, assigned and transferred under Section 1 of this Assignment against any and all infringers, and perform such other acts as are necessary to give full force and effect to this Assignment, including, without limitation, testifying in any and all legal proceedings, and making all lawful oaths and declarations, which Assignee, its successors and assigns, deem necessary or prudent.

3. Inventors jointly and severally hereby represent and warrant that Inventors are the sole lawful owner of all rights in and to the Assigned Property; that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of the Assigned Property or the patents and patent applications sold, assigned and transferred under Section 1 has been or will be made or entered into which would conflict with this assignment and sale; and that he or she has the full legal right and authority to assign and convey the entire right, title and interest herein assigned and sold. Inventors further jointly and severally represent and warrant that Inventors have not executed, and will not execute, any other agreement(s) in conflict herewith.

4. Inventors jointly and severally hereby irrevocably constitute and appoint Assignee and any officer or agent thereof, with full power of substitution, as his or her and their true and lawful attorney-in-fact, with full irrevocable power and authority in his or her and their name to take any and all action and to execute thereafter any and all documents and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Inventors jointly and severally further grant Assignee and its duly authorized attorneys and agents the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, any foreign patent office, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment. Inventors jointly and severally authorize Assignee, its attorneys and agents to prosecute the application(s) listed in Schedule "A" and, if and as desired, to update the information concerning the application(s) listed in Schedule "A" including inserting the application serial numbers and filing dates, when known, into Schedule "A."

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*Signatures appear on the following page.*



INVENTOR:

Date: 1/4/16

Tyler Nemes  
Tyler Nemes  
1690 South Congress Avenue  
Suite 210  
Delray Beach, FL 33445

STATE OF FLORIDA ;

COUNTY OF \_\_\_\_\_;

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by Tyler Nemes who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

INVENTOR:

Date: \_\_\_\_\_

Joseph Benedetti  
Joseph Benedetti  
2711 Overhill Circle  
Nashville, TN 37214

STATE OF \_\_\_\_\_;

COUNTY OF \_\_\_\_\_;

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by Joseph A. Benedetti who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

SCHEDULE "A"

ASSIGNED PROPERTY

U.S. Nonprovisional Application entitled "Concealable Electric Fireplace Insert" filed herewith.