505844615 01/02/2020

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RICHARD SMAYDA	01/02/2020

RECEIVING PARTY DATA

Name:	ELLEN L SMAYDA
Street Address:	374 NOLF ROAD
City:	NAZARETH
State/Country:	PENNSYLVANIA
Postal Code:	18064

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	16016367
Patent Number:	10004273

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: 2087241838

Email: jrmcdaniel42@yahoo.com **Correspondent Name:** JAMES R. MCDANIEL

Address Line 1: 534 MOUNTAIN VIEW ROAD

Address Line 4: NAZARETH, PENNSYLVANIA 18064

NAME OF SUBMITTER:	JAMES R. MCDANIEL	
SIGNATURE:	/James R. McDaniel/	
DATE SIGNED:	01/02/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 2

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ASSIGNMENT

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, the following inventor, Richard Smayda of 374 Nolf Road, Nazareth, PA 18064. (hereinafter called, "ASSIGNOR"), hereby assigns, transfers and sets over to Ellen L. Smayda of 374 Nolf Road, Nazareth, PA 18064 (hereinafter called "ASSIGNEE"), the entire worldwide right, title and interest in and to a United States Patent No. 10,004,273, issued on June 26, 2018, entitled "Vaporizer Having Induction Heating and Method of Using Same" and U.S. Non Provisional Patent Application, Serial No.: 16/016,367, which was filed in the United States Patent and Trademark Office on June 22, 2018, entitled "Vaporizer Having Induction Heating and Method of Using Same" and all rights and privileges under any Letters Patent which may be granted thereon, and on any Letters Patent which may be granted on any non-provisional utility, continuation, continuation-in-part or divisional patent application of the aforementioned patent and patent application, including all rights, if any, throughout the entire world to sue for all past infringements which may have occurred before the execution of this assignment.

- 1. ASSIGNOR agrees without charge to said ASSIGNEE but at ASSIGNEE'S expense (a) to execute all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said invention in any and all countries and for vesting title therein in ASSIGNEE, its successors, assigns or nominees; (b) to execute all papers in connection with any interference or other legal or quasi-legal proceedings relating to this application or to any continuation, continuation-in-part, or divisional applications thereof; (c) to execute all papers and documents which may be necessary in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (d) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (e) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for said invention in any country throughout the world.
- 2. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate officials in any other country, to issue any and all Letters Patent that may be granted upon any patent application or any additional, continuation, continuation-in-part or divisional applications thereof to the ASSIGNEE, its successors, assigns or nominees.
- 3. ASSIGNOR further assigns to and empowers ASSIGNEE, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said invention and to prosecute such applications and said patent applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.
- 4. ASSIGNOR further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of ASSIGNEE or its successors, assigns, or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

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- 5. ASSIGNOR hereby covenants and warrants that ASSIGNOR has full right to convey the entire right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.
- 6. ASSIGNOR hereby grants to James R. McDaniel of Northampton County, Pennsylvania, authority and power to insert the Serial Number and filing date of any document filed with the United States Patent and Trademark Office and to take any other necessary and reasonable action to record this document in the United States Patent and Trademark Office or a Patent Office of any foreign country.

Executed this 24 day of Decarber, 2010 et NARARTHAUSA

Signature of Assignor:

Richard Smayda

END OF DOCUMENT

PATENT

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