# 505859114 01/10/2020

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SHARIK PECK	01/09/2020

### **RECEIVING PARTY DATA**

Name:	REZZIMAX, LLC
Street Address:	405 S HWY 91
City:	RICHMOND
State/Country:	UTAH
Postal Code:	84333

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	D709195

#### **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:** 4355124893

**Email:** preston@projectcip.com

Correspondent Name: PRESTON P. FRISCHKNECHT Address Line 1: 408 SHERIDAN RIDGE LANE

Address Line 4: NIBLEY, UTAH 84321

NAME OF SUBMITTER:	PRESTON P. FRISCHKNECHT	
SIGNATURE:	/Preston P. Frischknecht/	
DATE SIGNED:	01/10/2020	

**Total Attachments: 2** 

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PATENT 505859114 REEL: 051482 FRAME: 0574

# **INVENTION ASSIGNMENT**

WHEREAS, Sharik Peck ("Assignor"), a Utah resident whose postal mailing address is 405 S HWY 91, Richmond, UT 84333 is an inventor and owner in a U.S. design patent for a TREATMENT ATTACHMENT, US D709,195 ("the Invention"), and

WHEREAS, Assignor believes himself to be the original, first and/or sole inventor and owner of the Invention; and

WHEREAS, REZZIMAX, LLC, 405 S HWY 91, Richmond, UT 84333 ("Assignee") desires to acquire by formal, recordable assignment the entire right, title, and interest in and to said Invention;

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

- 1. Assignment. Assignor hereby grants and assigns unto Assignee, any right, title, and interest in the invention and 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 invention in its own name, including for past infringement and damages corresponding thereto.
- 2. <u>General authorization.</u> Assignors authorizes and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Patent granted for said Invention, whether on an application for said Invention, said Patent Application, or on any subsequently filed provisional, non-provisional, divisional, continuation, continuation-in-part, reissue, or other application, to Assignee, its successors and assigns, as the assignee of their entire interest in said Invention.
  - 3. Representations and warranties. Assignor represents and warrants as follows:
    - (a) he is the sole owner of the Invention;
    - (b) he has not sold or transferred the Invention to any third party;
    - (c) he has the authority to enter into this agreement;
    - (d) he does not believe that the Invention has been taken from any third party without authorization (e.g., a knowing copy of another company's invention);
    - (e) he does not know of any permissions that have to be obtained in order for this assignment to be completed; and

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- (f) the Invention was not conceived or created in the course and conduct of Assignor's employment by a third party.
- 4. 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 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.
- 5. <u>Forum selection.</u> 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.

This assignment and agreement shall be binding upon any and all heirs and legal representatives of Assignor.

**ASSIGNOR** 

Sharik Peck

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