# 505883935 01/27/2020

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
JOHN STEPHEN KAUPP	01/27/2020

#### **RECEIVING PARTY DATA**

Name:	J. K. JEWELRY, INC.	
Street Address:	1500 BRIGHTON HENRIETTA TOWN LINE ROAD	
City:	ROCHESTER	
State/Country:	NEW YORK	
Postal Code:	14623	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number		
Application Number:	29695840		

#### **CORRESPONDENCE DATA**

**Fax Number:** (617)720-6307

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:** 6177205822

Email:shortell@lambertpatentlaw.comCorrespondent Name:BRENDAN M. SHORTELL

Address Line 1: 92 STATE STREET

Address Line 2: SUITE 200

Address Line 4: BOSTON, MASSACHUSETTS 02109

NAME OF SUBMITTER:	BRENDAN M. SHORTELL		
SIGNATURE:	/Brendan M. Shortell/		
DATE SIGNED:	01/27/2020		
	This document serves as an Oath/Declaration (37 CFR 1.63).		

**Total Attachments: 2** 

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PATENT 505883935 REEL: 051631 FRAME: 0970

# ASSIGNMENT OF U.S. PATENT APPLICATION

Whereas I, John Stephen Kaupp of Rochester, NY, am the sole inventor and the sole owner of the entire right, title, and interest in the inventions and discoveries as set forth and identified by U.S. Design atent Application No. 29/695,840 of June 21, 2019 entitled Add-a-Bead Adjustable Jewelry Strand With Clasp (hereinafter the "Patent Application"); and

Whereas J. K. Jewelry, Inc., having its principal place of business at 1500 Brighton Henrietta Town Line Road Rochester, NY 14623, together with its successors and assigns (hereinafter referred to as "the Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions and discoveries as set forth and described in the Patent Application listed above, including the full interest of above-mentioned Assignor, and any provisional, non-provisional patent applications, issued patents, continuations, divisions, extensions, substitutions, reissues and reexaminations thereof;

Now, therefore, to all whom it may concern, be it known, that the Assignor, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby, without reservation:

- 1. Assigns, transfers, and conveys to the Assignee the entire right, title, and interest in and to said inventions and discoveries and any and all improvements thereon, including said Patent Application, any and all other applications for patent on said inventions and discoveries in whatsoever countries, including but not limited to all divisional, continuation, continuation-in-part, foreign filing and PCT applications based in whole or in part upon said inventions and discoveries, or any and all issued patents, reissues, reexaminations, and extensions of Patent Application granted for said inventions and discoveries, and every priority right that is or may be predicted upon or arise from said inventions, said discoveries, and said Patent Application, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past infringement of an issued patent issuing from said Patent Application, with the right to sue for and collect the same for Assignee's own use, and for the use of Assignee's successors, assigns, or other legal representatives;
- Authorize the Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in the Assigner's names or in the names of the Assignee or otherwise as the Assignee may deem advisable, under any treaties and conventions or otherwise;
- 3. Authorize and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer said Patent Application to the Assignee, as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct;
- 4. Warrant that the Assignor has not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that the Assignor has good right to assign the Assignee without encumbrances;

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PATENT REEL: 051631 FRAME: 0971

- 5. Bind the Assignor's heirs, legal representatives and assigns, as well as the Assignor, to do, upon the Assignee's request and at the Assignee's expense, but without additional consideration to the Assignor or the Assignor's heirs, legal representatives and assigns, all acts reasonably serving to assure that the said inventions and discoveries, the said Patent Application shall be held and enjoyed by the Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor or the Assignor's heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to the Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by the Assignee; to communicate to the Assignee all facts known to the Assignor relating to said inventions and discoveries or the history thereof, and to furnish the Assignee with any and all documents, photographs, models, samples, and other physical exhibits in the Assignor's control or in the control of the Assignor's heirs, legal representatives or assigns which may be useful for establishing the facts of the Assignor's conceptions, disclosures, and reduction to practice of said inventions and discoveries.
- 6. The assignment includes the Assignor's right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made
- 7. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- 8. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
  - 9. As a named inventor, I hereby declare that:

    The above-identified application was made or authorized to be made by me.

    I believe I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Executed this	21	day of ANUA	1 K	, 2020
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				,
				Assignor

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