505924636 02/19/2020

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MARTHA BURRISS	02/14/2020
JUD LUSK	02/17/2020

#### **RECEIVING PARTY DATA**

Name:	WESTPOINT HOME LLC	
Street Address:	777 THIRD AVENUE, 7TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	

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

Property Type	Number
Application Number:	29643110

#### **CORRESPONDENCE DATA**

**Fax Number:** (202)828-5393

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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ATTORNEY DOCKET NUMBER:	ER: 102840-040040	
NAME OF SUBMITTER: JAMAICA P. SZELIGA		
SIGNATURE:	/Jamaica P. Szeliga/	
DATE SIGNED:	02/19/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

## **Total Attachments: 3**

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PATENT 505924636 REEL: 051862 FRAME: 0521

# Combined Assignment And Declaration (Under 37 C.F.R. § 1.63) For Patent Application

I am a named inventor and declare that:
I believe that I am an original inventor or an original joint inventor of a claimed invention in the
application entitled:
MATTRESS TOPPER
which is being filed herewith (or if the following is checked) was filed on April 4,
2018, as U.S. Patent Application number 29/643,110.
(if checked) and was amended on, and
which claims the benefit of U.S. Application No, filed
The above-identified application was made or authorized to be made by me.

I have been advised of the duty to review and understand the contents of the above-identified application, including the claims, as amended by any amendment specifically referred to in the oath or declaration.

I have also been advised of the duty to disclose to the United States Patent and Trademark Office all information known to be material to patentability as defined in 37 C.F.R. § 1.56.

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.

### ASSIGNMENT

WHEREAS, the undersigned inventor ("ASSIGNOR") is an original inventor of the subject matter described in the above-identified application ("INVENTION"); and

WHEREAS, <u>WESTPOINT HOME LLC</u>, with a principal place of business at <u>777 Third Avenue</u>, <u>7th Floor</u>, <u>New York</u>, <u>New York 10017</u> ("ASSIGNEE"), is desirous of acquiring

PATENT REEL: 051862 FRAME: 0522 the entire right, title, and interest in, to, and under the INVENTION and any United States or foreign patent rights to be filed or obtained for that INVENTION.

## NOW THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, ASSIGNOR sells, assigns and transfers to ASSIGNEE, the full and exclusive right, title, and interest in, to, and under the INVENTION, and any patent applications filed for the INVENTION in the United States, whether provisional, non-provisional, or any other type (collectively referred to as "APPLICATIONS"), and all Letters Patents of the United States to be obtained for the INVENTION based on any of the APPLICATIONS or any non-provisional, continuation, continuation-in-part, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

ASSIGNOR also assigns all of their rights, title and interest in, to, and under the INVENTION and related intellectual property rights in all foreign countries, including all patent applications which may evolve from the INVENTION and those rights and all issued patents, certificates or other similar rights obtained for the INVENTION and those rights, including the right to claim International Convention priority.

ASSIGNOR covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNOR will promptly provide ASSIGNEE, upon request, with all pertinent facts and documents relating to the APPLICATIONS, the INVENTION and any such related Letters Patent as may be (or later become) known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any Patent Office proceeding or litigation related to the INVENTION and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, and enforce the APPLICATIONS, the INVENTION and the Letters Patent which may be necessary or desirable to carry out the purposes of this Assignment.

Legal Name of Inventor	Martha Burriss
Inventor's Signature	Mortha C. Burris Date: 2/14/2020

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Legal Name of Inventor	Jud Lusk		
Inventor's Signature	Jul / Jul	Date: 2/17/20	
		/ /	

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