## 506030485 04/24/2020

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:			ASSIGNMENT			
CONVEYING PARTY	DATA					
		l	Name		Execution Date	
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WALTER BALFOUR					06/04/2019	
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Property Typ			Number			
Application Number:		16857	/618			
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SIGNATURE:			/Kevin Hawkes/			
DATE SIGNED:			04/24/2020			
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## PATENT ASSIGNMENT

This Assignment is made and executed by Santos M. Diaz III, a Arizona resident having an address of 11684 N. 165th Lane, Surprise, AZ 85388 and Walter Balfour, a Arizona resident having an address of 3874 E. Glacier Place, Chandler, AZ 85249 (hereinafter each referred to individually as an "Assignor" and referred to collectively as "Assignors"), to and in favor of Lil Clean Caddy LLC, an Arizona Limited Liability Company having an address of 11684 N. 165th Lane, Surprise, AZ (hereinafter "Assignee").

Whereas each Assignor desires to assign his/her/its entire right, title and interest in and to the invention(s) and subject matter described in the United States provisional utility patent application titled "Janitorial Caddy" which was filed on April 24, 2019 and assigned Application Serial No. 62/838,136, and the United States design patent application titled "Caddy" which was filed on <u>June 5, 2019</u> and assigned Application Serial No. <u>29/693,884</u>, (hereinafter collectively the "Patent Applications") and all patents, patent applications and the like on the invention(s) or the subject matter of the Patent Applications to Assignee for the territory of the United States of America (hereinafter "U.S.") and all foreign countries, for valuable consideration, and whereas Assignee has provided such good and valuable consideration to each Assignor, the receipt and sufficiency of which each Assignor hereby acknowledges; accordingly, each Assignor hereby warrants, covenants, and agrees as follows:

1. Each Assignor hereby sells, assigns, conveys, transfers, and sets over to Assignee, its successors, legal representatives and assigns his/her/its entire right, title and interest in and to: (a) the Patent Applications themselves; (b) every U.S. patent that has issued or that issues and that is based in whole or in part on one or more of the Patent Applications or the subject matter thereof, including every non-provisional, divisional, continuation, continuation-in-part, reissue, reexamination, substitution, extension, counterpart and the like; (c) every U.S. patent application, already filed or to be filed, that is based in whole or in part on one or more of the Patent Applications or the subject matter thereof, including every counterpart, divisional, continuation, continuation-in-part, provisional, non-provisional, reissue, reexamination, extension, substitution and the like; (d) every non-U.S. patent, inventor's certificate, utility model, design and every like property or right that has issued or that issues and that is based in whole or in part on one or more of the Patent Applications or the subject matter thereof, including every provisional, nonprovisional, divisional, continuation, continuation-in-part, substitution and the like; (e) every non-U.S. application for a patent, inventor's certificate, utility model, design or like property or right, filed or to be filed, that is based in whole or in part on one or more of the Patent Applications or the subject matter thereof, including every divisional, continuation, continuationin-part, non-provisional, provisional, substitution and the like, and; (f) all priority rights, Convention rights and like benefits in the U.S. and every foreign country related to one or more of the Patent Applications, the subject matter thereof, or any application or issued or granted property or right described in this section 1, including but not limited to any and all rights under the Paris Convention, the Patent Cooperation Treaty and any other international agreements to which the U.S. adheres.

2. Each Assignor agrees that Assignee may apply for patents, utility models, designs, inventor's certificates and the like, in the U.S. and in all foreign countries, based in whole or in

part on the invention(s) or the subject matter described in one or more of the Patent Applications or any other application or issued or granted property or right described in section 1 above. Each Assignor hereby grants to Assignee the sole and exclusive right to prosecute the Patent Applications and every application described in section 1 above as well as any and all opposition proceedings, reissue applications, reexaminations, supplemental examinations, nullity proceedings, invalidity proceedings, pre-grant opposition proceedings, and the like. Each Assignor authorizes all U.S. and foreign governmental bodies, including the U.S. Patent and Trademark Office (hereinafter "USPTO"), having the power and/or authority to issue patents, inventor's certificates, designs, utility models, or the like based in whole or in part on one or more of the Patent Applications or the subject matter thereof, or any application or issued or granted property or right described in section 1 above, to issue such in the name of Assignee or, as the case may be, Assignee's successors, legal representatives or assigns.

3. Each Assignor grants to Assignee, its successors, legal representatives, and assigns, the right to sue third parties for present and past damages related to the invention(s) and the subject matter described in the Patent Applications.

4. Each Assignor warrants and covenants that he/she/it has the full and unencumbered right to sell, assign, convey, transfer and set over the interests hereby sold, assigned, conveyed, transferred and set over, and that he/she/it has not executed and will not execute any document or instrument in conflict with this Assignment.

5. Each Assignor further covenants and agrees that, upon request and without further consideration, but at the expense of Assignee, he/she/it will: (a) assist Assignee in prosecuting the Patent Applications and each application described in section 1 above as well as opposition proceedings, reissue applications, reexaminations, supplemental examinations, nullity proceedings, invalidity proceedings, pre-grant opposition proceedings and the like; (b) provide Assignee with information concerning the invention(s) and the subject matter described in the Patent Applications and each application and issued or granted property or right described in section 1 above; (c) execute, sign and deliver papers, make all rightful oaths and testify in any legal proceedings related to one or more of the Patent Applications or any application or issued or granted property or right described in section 1 above; (d) execute additional assignment documents in favor of Assignee, similar to this Assignment, for each application and each issued or granted property or right described in section 1 above, and; (e) perform all other reasonably necessary acts; to enable Assignee to obtain, secure, maintain, protect and enforce all of the rights, title and interest sold, assigned, conveyed, transferred and set over under this Assignment and to file and issue the Patent Applications and each application and issued or granted property or right described in section 1 above in the name of Assignee as applicant and owner.

6. Assignee may assign any right, title and interest sold, assigned, conveyed, transferred and set over under this Assignment, in whole or in part, to any party.

7. All references herein to Assignee include any successors, legal representatives or assigns of Assignee.

8. The above-identified Patent Applications were made or authorized to be made by each Assignor. Each Assignor believes that he/she is the original inventor or an original joint inventor of a claimed invention in the Patent Applications. Each Assignor acknowledges that any willful false statement made in this paragraph is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

9. Each Assignor hereby authorizes and requests any attorney of the law firm of IPTechLaw, Customer number 93756, to insert, after execution of this Assignment, the above filing date and application number of each of the Patent Applications and any further information necessary or desirable for purposes of recording this Assignment with the USPTO.

## SDIAZ004

Executed this $29$	day of May	, 20 at	Sherris, ARIZONA	}by:
	· · · · · · · · · · · · · · · · · · ·		(City and State)	
Legal Name:	Santos M. Diaz III	Į		
	Print or T	ype		
Signature:	, see the second s			
Mailing Address:	11684 N. 1051	22 LAJ		
	<u>Snereise Az.</u> &	35388		
Residence:	X Same as mailing	g address, or:		

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Executed this 4<sup>th</sup> day of June, 2019 at Chandler, AZ by:

Legal Name: Walter Balfour

(City and State)

 Signature:
 Mailing Address:
 3874 E. Glacier Place

 Mailing Address:
 3874 E. Glacier Place

 Chandler, AZ. 85249

 Residence:
 X\_\_\_\_\_Same as mailing address, or:

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**RECORDED: 04/24/2020**