

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6131600

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CREATIVE RESONANCE, INC.	01/21/2019
RECEIVING PARTY DATA	
Name:	SOUND NUTRITION, INC.
Street Address:	401 WILSHIRE BLVD
Internal Address:	12TH FLOOR PH
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90401
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14924009
Patent Number:	9167845
CORRESPONDENCE DATA	
Fax Number:	(847)490-1403
<i>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.</i>	
Phone:	8474901400
Email:	pto@pauleyip.com
Correspondent Name:	PAULEY ERICKSON & KOTTIS
Address Line 1:	2800 WEST HIGGINS ROAD
Address Line 2:	SUITE 365
Address Line 4:	HOFFMAN ESTATES, ILLINOIS 60169
ATTORNEY DOCKET NUMBER:	CRI-104
NAME OF SUBMITTER:	KEVIN D. ERICKSON
SIGNATURE:	/kevin d erickson/
DATE SIGNED:	06/01/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 14 source=ASSN#page1.tif source=ASSN#page2.tif	

source=ASSN#page3.tif
source=ASSN#page4.tif
source=ASSN#page5.tif
source=ASSN#page6.tif
source=ASSN#page7.tif
source=ASSN#page8.tif
source=ASSN#page9.tif
source=ASSN#page10.tif
source=ASSN#page11.tif
source=ASSN#page12.tif
source=ASSN#page13.tif
source=ASSN#page14.tif

SOUND NUTRITION, INC.

FOUNDER ASSIGNMENT AGREEMENT

This FOUNDER ASSIGNMENT AGREEMENT (the “**Agreement**”) is made as of January 21, 2019 (the “**Effective Date**”) by and between Sound Nutrition, Inc., a Delaware corporation (the “**Company**”), and Creative Resonance, Inc. (the “**Assignor**”).

RECITALS

A. The Company was founded for purposes of conducting the Business (as defined herein), and the Assignor has been involved with the development of the Business and the Business Plan (as defined herein).

B. The Company and the Assignor are parties to the Class B Common Stock Purchase Agreement of even date herewith (the “**Purchase Agreement**”) pursuant to which the Company has agreed to sell, and the Assignor has agreed to purchase, shares of the Company’s authorized Class B Common Stock (the shares being issued to the Assignor pursuant to the Purchase Agreement being referred to herein as the “**Shares**”), subject to the terms and conditions set forth in the Purchase Agreement.

C. In consideration of the Company’s selling and issuing the Shares to the Assignor and the Company’s payment of \$100.00 to the Assignor, the Assignor has agreed irrevocably to assign and transfer to the Company all of the Assignor’s right, title, and interest in the Assets (as defined herein).

NOW, THEREFORE, in consideration of the mutual representations contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

(a) “**Assets**” shall mean the Business, the Business Plan, the Assignor Intellectual Property Rights and the Intangible Assets.

(b) “**Assignor Intellectual Property Rights**” shall mean all Business Intellectual Property Rights owned or held by Assignor, including, without limitation, those Intellectual Property Rights identified on Exhibit A attached hereto.

(c) “**Business**” shall mean the design, development, marketing, sales, distribution, and other exploitation of nutritional food products for humans and pets.

(d) “**Business Plan**” shall mean the strategic, marketing, and operating plans relating to the Business developed by the Company, the Assignor, and the Founders.

(e) “**Business Intellectual Property Rights**” shall mean all Intellectual Property Rights used, directly or indirectly, in the Business or necessary, directly or indirectly, to the Company’s ability to conduct the Business as currently conducted and as proposed to be conducted (excluding shrink-wrapped software programs that are commercially available in retail stores and that are used in the Business but that are in no way a component of, or otherwise embedded in, any technology, product, or anticipated product of the Company).

(f) “**Confidential Information**” shall have the meaning set forth in Section 7 of this Agreement.

(g) “**Founders**” shall mean Don Dillon and Creative Resonance, Inc.

(h) “**Intangible Assets**” shall mean any and all goodwill and other intangible assets, rights, or properties associated with the Business and Business Plan and existing as of the date hereof (other than Intellectual Property Rights).

(i) “**Intellectual Property Rights**” shall mean any or all of the following and all rights in, arising out of, or associated therewith in any jurisdiction anywhere in the world: (i) all United States and foreign patents, trademarks, service marks, and copyrights, registrations, and applications therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof; (ii) all maskworks, maskwork registrations and applications therefor, and any equivalent or similar rights; (iii) proprietary and confidential information, including customer and supplier lists, trade secrets and know-how, and all trade secret and other rights therein arising out of the laws of any and all jurisdictions; (iv) all works of authorship, including, without limitation, all computer software or programs, source code, executable code, documentation, files, net lists, data and records, however embodied; (v) all databases, data compilations and collections, and technical data; (vi) all ideas, inventions, concepts, technology, methods, processes, drawings, designs, illustrations, writings, know-how, show-how, trade names, logos, trade dress, tools, domain names, web addresses, and web sites, and all rights therein and thereto and all goodwill associated therewith; (vii) all rights of personality, privacy, and publicity and all rights of attribution and integrity and other moral rights of an author; (viii) all instantiations of the foregoing in any form and embodied in any media; and (ix) any other intellectual property rights, whether or not registrable, and any similar, corresponding, or equivalent rights to any of the foregoing.

(j) “**Purchase Agreement**” shall have the meaning set forth in the Recitals.

(k) “**Shares**” shall have the meaning set forth in the Recitals.

2. **Assignment of Assets.**

(a) For value received, the Assignor hereby perpetually, irrevocably, and unconditionally assigns and transfers, and covenants to perpetually, irrevocably, and unconditionally assign in the future, to the Company and its successors and assigns, all of the Assignor’s right, title, and interest in and to the Assets and the associated goodwill. The Assignor further perpetually, irrevocably, and unconditionally assigns and transfers, and covenants to perpetually, irrevocably, and unconditionally assign and transfer in the future, to the Company and its successors and assigns

all claims for past, present, or future infringement, misappropriation, or other violations of the Assignor Intellectual Property Rights included in the Assets, including all rights to sue for and to receive and recover all profits and damages accruing from any such infringement, misappropriation, or other violation as well as the right to grant releases for past infringement. The Assignor hereby waives and agrees not to enforce any and all rights of (i) personality, privacy, and publicity and (ii) attribution and integrity and other moral rights that Assignor may have in any of the Assets.

(b) Notwithstanding the foregoing, the Company and Assignor agree that to the extent the assignment and transfer under Section 2(a) pertains to the US Patent 9,167,845 (“**845 Patent**”), such assignment and transfer shall not be effective until, and such assignment and transfer shall automatically become effective upon, the date upon which the gross sales of all products of the Company during the period commencing on the Effective Date, as recognized by the Company in accordance with its standard accounting practices, amounts to Five Million Dollars (US\$5,000,000) (the “**Sales Milestone**”). Company shall promptly provide written notice to Assignor of the Sales Milestone. For clarity, such notice shall be solely for the purposes of informing Assignor that the Sales Milestone has been met, and the assignment and transfer of the 845 Patent to the Company shall not be conditional upon Assignor’s receipt of such notice.

3. **Further Assurances.**

(a) *General Assurances.* At any time or from time to time, at the request of the Company and without any further consideration, the Assignor shall (i) execute and deliver to the Company such other instruments of sale, transfer, conveyance, assignment, and confirmation; (ii) provide such materials and information; and (iii) take such other actions as the Company may reasonably deem necessary or desirable, all in order to more effectively transfer, convey, and assign to the Company, and to confirm the Company’s exclusive title to and ownership of, all of the Assets, and to the fullest extent permitted by law, to put the Company in actual possession and operating control of each of the Assets and to assist the Company in exercising all rights with respect thereto.

(b) *Acknowledgements and Assurances with Respect to Intellectual Property Rights.*

(i) To the extent any of the rights, title and interest in and to the Assignor Intellectual Property Rights cannot be assigned by the Assignor to the Company, the Assignor hereby grants to the Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to fully practice and exploit such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to the Assignor Intellectual Property Rights can be neither assigned nor licensed by the Assignor to the Company, the Assignor hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against the Company, any of the Company’s successors in interest to such non-assignable and non-licensable rights or any of the Company’s sublicensees of such rights.

(ii) Without limiting the obligations of the Assignor under Section 3(a) above, at the request and sole cost and expense of the Company, but without further consideration, the Assignor agrees to take any and all actions that the Company may reasonably request to

establish, perfect, defend, enforce, and protect the Company's rights in the Assets, including, without limitation, promptly signing, executing, making, and doing all such deeds, documents, acts, and things as the Company may reasonably require (i) to apply for, obtain, register, maintain, and vest in the name of the Company alone (unless the Company may otherwise direct), all Assignor Intellectual Property Rights in any country throughout the world, and when so obtained or vested, to renew and restore the same; (ii) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Assignor Intellectual Property Rights; and (iii) to assist the Company with the defense and enforcement of its rights in any registrations issuing from such applications and in all such Assignor Intellectual Property Rights. Without limiting the generality of the foregoing, on or before the Effective Date, Assignor shall execute the assignments of the patent rights within the Assignor Intellectual Property Rights ("**Patent Rights**") in the form attached hereto as Exhibit B, which assignments Company shall have the right to file on or after the Effective Date with the United States Patent and Trademark Office and the corresponding foreign patent offices.

(iii) The Company acknowledges that the inventions claimed by certain of the Patent Rights have been invented by or on behalf of the Assignor with support by federal funding, and that as a result the U.S. Government has reserved certain rights with respect to such Patent Rights, as described in 35 U.S.C. § 202 *et seq.* and regulations pertaining thereto. The Company agrees that the assignment of the Patent Rights by the Assignor to the Company pursuant to this Agreement is subject to such reserved rights by the U.S. Government.

(c) *Further Covenants Regarding the 845 Patent.* Assignor hereby represents, warrants and covenants to the Company that Assignor shall not incur any Encumbrance (as defined below) relating to the 845 Patent until such time as the 845 Patent is assigned and transferred to the Company upon the occurrence of the Sales Milestone in accordance with Section 2(b). Assignor further covenants that at no time prior to the occurrence of the Sales Milestone shall Assignor bring suit or otherwise assert or threaten to assert any claim (including by communication of a demand letter or offer to engage in license negotiations) that any aspect of the operation of the Business by the Company infringes the 845 Patent.

4. **Power of Attorney.** If at any time the Company is unable, for any reason, to secure the Assignor's signature on any patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assets, whether because of the Assignor's unwillingness, or for any other reason whatsoever, the Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his agents and attorneys-in-fact, to act for and on his behalf and stead to execute and file any and all such applications, registrations, and other documents, and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by the Assignor.

5. **Assignor's Representations and Warranties.** The Assignor hereby represents and warrants to the Company as follows:

(a) The Assignor solely and exclusively owns all right, title, and interest in and to the Assets. The Assignor has good, marketable, and exclusive title to the Assets, subject to no mortgage, pledge, lien, license, lease, encumbrance, security interest, restriction on transfer, or

similar charge of any kind (collectively, “**Encumbrances**”), except solely for the rights of the U.S. Government as provided under Section 3(b)(iii). The Assignor has no known obligation to compensate any person for the use of any of the Assets, and the Assignor has not granted any person or entity any license or other right to use in any manner any of the Assets, except solely for the rights of the U.S. Government as provided under Section 3(b)(iii).

(b) The execution and delivery of this Agreement by the Assignor, and the assignment and transfer by the Assignor of the Assets to the Company, will not result in any breach of or constitute a default under (or an event that with notice or lapse of time or both would become a default) any note, bond, mortgage, indenture, lease, contract, covenant or other agreement, instrument, obligation, commitment, permit, concession, franchise or license to which the Assignor is a party. The Assignor is not subject to any agreement with any person or entity that limits or restricts in any manner Assignor’s ability to transfer the Assets to the Company or Assignor’s ability to compete in any business, industry, or marketplace (geographic or otherwise), including without limitation, the Assignor’s ability to be a director or consultant of the Company and to compete in those businesses, industries, and marketplaces contemplated by the Business Plan.

(c) The Assignor Intellectual Property Rights were created and developed by the Assignor without the assistance of any other person or entity that has not assigned his, her or its entire right, title and interest in and to the Assignor Intellectual Property Rights to the Assignor, and no other person or entity has any right or interest, except solely for the rights of the U.S. Government as provided under Section 3(b)(iii).

(d) To the knowledge of the Assignor, the Assignor Intellectual Property Rights do not infringe the Intellectual Property Rights of any third party, there are no facts or circumstances that would render unenforceable the Assignor Intellectual Property Rights, and there are no legal actions, investigations, claims or proceedings pending or threatened relating to the Assets. No Intellectual Property Rights of any third party are embedded or otherwise contained in the Assignor Intellectual Property Rights, whether or not pursuant to a valid license or similar agreement. Other than the Assignor Intellectual Property Rights, the Assignor holds no right, title, or interest in or to any Intellectual Property Rights that relate, directly or indirectly, to any aspect of the Business.

(e) The execution and delivery of this Agreement will transfer to and vest in the Company good, valid and marketable title to all of the Assignor Intellectual Property Rights, free and clear of any Encumbrances, except solely for the rights of the U.S. Government as provided under Section 3(b)(iii). Except solely for the rights of the U.S. Government as provided under Section 3(b)(iii), the Assignor has not granted to any third party any rights, title or interest in or to any of the Assignor Intellectual Property Rights. All Assignor Intellectual Property Rights have been duly filed with the applicable governmental entity, and maintained, including the timely submission of all necessary filings and payment of fees in accordance with the legal and administrative requirements or the appropriate jurisdictions, and have not lapsed, expired or been abandoned. All fees related to the filing and prosecution of the Assignor Intellectual Property Rights have been fully and timely paid.

6. **Indemnification**. The Assignor will defend, indemnify, and hold harmless the Company and the Company’s officers, directors, stockholders, successors, and assigns, from and

against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that the Company, its officers, directors, stockholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: (a) the breach by the Assignor of any of the representations or warranties made by the Assignor under this Agreement; (b) the Assignor's use of the Assets prior to the date of this Agreement; or (c) the Assignor's failure to perform its obligations under this Agreement.

7. **Confidentiality**. All information relating to the Assets is confidential information owned by the Company ("**Confidential Information**"). The Assignor may not use the Confidential Information except for the benefit of the Company. The Assignor will protect the Confidential Information from disclosure with at least the same degree of care as that which he accords to his own proprietary information, but in no event with less than reasonable care. The Assignor may not disclose the Confidential Information to third parties. The foregoing restrictions will not apply to: (a) information that is in the public domain prior to the date hereof or becomes public hereafter through no fault of the Assignor; (b) information provided to the Assignor by a third party who is not in violation of a duty of confidentiality with respect to that information; or (c) information approved for release by the Company. Any breach of these restrictions will cause irreparable harm to the Company and will entitle the Company to injunctive relief in addition to all applicable legal remedies.

8. **General Provisions**.

(a) *Governing Law*. This Agreement is governed by the laws of the State of California, without reference to its conflicts of law provisions.

(b) *Entire Agreement; Amendment*. This Agreement and the Purchase Agreement (together with the exhibits and schedules hereto and thereto) set forth the entire agreement and understanding between the parties hereto relating to the subject matter hereof and thereof. This Agreement and the Purchase Agreement supersede all prior and contemporaneous agreements, assurances, representations, and communications between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

(c) *Severability*. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be amended by the parties so as to effectuate the intent of the parties to the maximum extent permitted by law.

(d) *Successors and Assigns*. This Agreement is binding upon and inures to the benefit of the Assignor and the Company and any successor organization or organizations which will succeed to substantially all of the business and property of the Company, whether by means of merger, consolidation, acquisition of substantially all of the assets of the Company, or otherwise, including by operation of law

(e) *Legal Construction.* The Assignor acknowledges and agrees that he has had the opportunity to be represented by legal counsel in connection with the negotiation, execution, and delivery of this Agreement and the Purchase Agreement and has either been represented by such counsel or voluntarily determined not to retain such counsel. The Assignor therefore waives the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(f) *Legal Expenses; Equitable Remedies.* The prevailing party in any legal action between the parties hereto arising out of this Agreement will be entitled, in addition to any other rights and remedies it may have, to reimbursement for its legal expenses, including court costs and reasonable attorneys' fees. The Assignor understands and agrees that his breach of this Agreement may result in irreparable harm to the Company and a remedy at law for any such breach will be inadequate. In recognition thereof, Assignor agrees that the Company will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages or posting bond.

(g) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Founder Assignment Agreement as of the date first written above.

“COMPANY”

SOUND NUTRITION, INC.

By: Don Dillon

Name: Don Dillon

Title: Chief Executive Officer

“ASSIGNOR”

CREATIVE RESONANCE, INC.

By: _____

Name: Roberto Capodiecici

Title: _____

[Signature page to Sound Nutrition, Inc. Founder Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Founder Assignment Agreement as of the date first written above.

"COMPANY"

SOUND NUTRITION, INC.

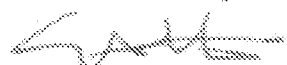
By: _____

Name: Don Dillon

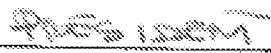
Title: Chief Executive Officer

"ASSIGNOR"

CREATIVE RESONANCE, INC.

By:  _____

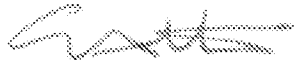
Name: Roberto Capodieci

Title:  _____

[Signature page to Sound Nutrition, Inc. Founder Assignment Agreement]

ACKNOWLEDGEMENT

I have read the attached Founder Assignment Agreement and agree to all of its terms and conditions. Without limiting the generality of the foregoing, I acknowledge and agree that (i) all rights, title and interest in and to the Assets have been previously assigned by me to the Assignor, (ii) I retain no right, title or interest in and to the Assets, and (iii) the execution and delivery of the attached Founder Assignment Agreement will effectively vest in the Company the entire right, title and interest in and to the Assets. To the extent any rights, title and/or interest in and to the Assets have not been previously assigned by me to the Assignor, I hereby perpetually, irrevocably, and unconditionally assign and transfer, and covenant to perpetually, irrevocably, and unconditionally assign in the future, to the Company and its successors and assigns, all of my right, title, and interest in and to the Assets and the associated goodwill.

By: 

Roberto Capodici

SPOUSAL ACKNOWLEDGEMENT:

Acknowledged and agreed:



Spouse

EXHIBIT A

INTELLECTUAL PROPERTY RIGHTS ASSIGNED TO SOUND NUTRITION, INC.

List of Intellectual Property Rights assigned to the Company:

All right, title and interest of Assignor in any Intellectual Property Rights related, directly or indirectly, to the Business, including, without limitation:

The following patents and patent applications, together with and any and all divisionals, continuations, continuations-in-part, reexaminations, extensions, substitutions, reissues, renewals, additions and foreign counterparts thereto, including all United States and foreign patents issuing therefrom:

Patent/App Number	Title	Filing/Issuance Date	Status
US Prov. App. No. 61/562,901	Novelty snacks and method of manufacture of same	11/22/2011	expired
US8709517	Novelty snacks and method of manufacture of same	9/18/2012	granted
MX346418	Novelty snacks and method of manufacture of same	11/22/2012	granted
US8268374	Pet food and process of manufacture	8/18/2008	granted
WO2010021983	Pet food and process of manufacture	8/17/2009	30mo lapsed
EP2348898	Pet food and process of manufacture	8/17/2009	pending; decision to allow further processing on 4/17/2018
CN102939018	Pet food and process of manufacture	8/17/2009	granted
JP5421994	Pet food and process of manufacture	8/17/2009	Granted
AU2009282936	Pet food and process of manufacture	8/17/2009	Granted
US Pat. No 9,167,845	Apparatus, method and product for ultrasonic extrusion of a flowable substrate	10/27/2015	Granted

EXHIBIT B

PATENT ASSIGNMENT

PATENT ASSIGNMENT	Docket Number
--------------------------	---------------

WHEREAS, Creative Resonance, Inc. (hereinafter "Assignor"), owns the entire right, title and interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") entitled:

TITLE

- for which a United States patent application is executed on even date herewith;
- for which Application No. ___ was filed on ___ in the United States Patent Office;
- for which Application No. ___ was filed on ___ in the U.S. Receiving Office of the Patent Cooperation Treaty;
- for which Application No. ___ was filed on ___ in the ___ Patent Office; and/or
- for which an application was filed upon which a United States Patent issued on ___, as U.S. Patent No.

(hereinafter "Application(s)").

WHEREAS, Sound Nutrition, Inc. (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Inventions, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by the inventor(s) of said Inventions, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee its entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty, or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).
2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.
4. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
5. Said Assignor hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

ASSIGNOR

Date: _____

By: _____

Name:

Title:

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: _____

By: _____

Name:

Title:


SOUND NUTRITION, INC.
401 WILSHIRE BLVD FL 12
SANTA MONICA, CA 90401-1456

DATE 1/21/19

5848
90/7162

PAY TO THE ORDER OF CREATIVE RESONANCE INC \$ 100 ⁰⁰

ONE HUNDRED & 00/100 DOLLARS

 Security Features Included. Details on Back.

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

[Signature]

MEMO _____