

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6134241

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHRISTINA CYR	06/20/2018
KRISTEN FAIFERLICK	06/20/2018
MARJAN ZAMANI	06/15/2018
JULIA CHENG	06/20/2018
RECEIVING PARTY DATA	
Name:	DTOOR INC. SPC
Street Address:	4957 LAKEMONT BOULEVARD
Internal Address:	SUITE C-4-388
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98006
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	62976760
Application Number:	29724418
Application Number:	29724454
Application Number:	29724430
CORRESPONDENCE DATA	
Fax Number:	(888)679-3412
<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:	8008491913
Email:	christine.delanjan@boldip.com
Correspondent Name:	BOLD IP, PLLC
Address Line 1:	6100 219TH STREET SW
Address Line 2:	SUITE #480
Address Line 4:	MOUNTLAKE TERRACE, WASHINGTON 98043
NAME OF SUBMITTER:	CHRISTINE DELANJIAN
SIGNATURE:	/Christine Delanjan/
DATE SIGNED:	06/02/2020

PATENT

Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “Assignment”) is made and effective as of 06/20/2018 (“Effective Date”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following individuals Christina Cyr, Kristen Faiferlick, Julia Cheng, and Marjan Zamani, (collectively the “Assignors”) assign the entire right, title, and interest, worldwide, in and to the intellectual property as discussed below, to the following:

dTOOR INC, SPC, a corporation headquartered in Washington (the “Assignee”).

The Assignors and the Assignee may be referred to individually as a “Party” or collectively as the “Parties.”

The Parties hereto agree as follows:

1. ASSIGNMENT OF INTELLECTUAL PROPERTY.

As of the Effective Date of this Assignment, the Assignors sell, transfer, convey, assign, and deliver to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignors in and to the following:

- (a) all intellectual property created under the Service Agreement executed on or about May 5, 2016 and performed by the Assignors;
- (b) the intellectual property pertaining to User Experience Research, Design and User Interface Design, and design for a circular mobile phone;
- (c) all precursors, portions, and works in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials, and tools relating thereto or to the development, support, or maintenance thereof;
- (d) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, and all other intellectual property rights and all business, contract rights, and goodwill in, incorporated, or embodied in, used to develop, or related to any of the foregoing; and
- (e) the registrations and applications for registrations, including for patents, trademarks, copyrights, or any other type of existing intellectual property protection, whether in the United States or abroad, of the foregoing (collectively “Intellectual Property”).

2. ASSIGNORS' REPRESENTATIONS AND WARRANTIES.

The Assignors hereby represent and warrant to the Assignee that they:

- (a) are the sole owner (other than the Assignee) of all right, title, and interest in and to the Intellectual Property;
- (b) have not assigned, transferred, licensed, pledged, or otherwise encumbered any of the Intellectual Property or agreed to do so;
- (c) have full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) are not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property;
- (e) are not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) are not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property; and
- (g) were not acting within the scope of employment of any party (except the Assignee) when conceiving, creating, or otherwise performing any activity with respect to any item of Intellectual Property purportedly assigned in Section 1.

The Assignors agree to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

3. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignors in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. DOCUMENTATION AND DUTIES OF ASSIGNORS.

The Assignors will, as soon as is reasonably possible following a request from the Assignee, provide the Assignee with a complete copy of all documentation (in any format) relating to the Intellectual Property for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignors hereby agree to:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Intellectual Property, reasonably necessary to record the assignment in the United States and throughout the world;
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world;
- (c) to sign and execute any documents which may be necessary or desirable, lawful, and/or proper in connection with the prosecution of all applications for patent(s) on any inventions hereby assigned to Assignee in the United States or elsewhere, including foreign countries, including without limitation said application and all divisions, continuations, continuations-in-part, amendments thereof, and all interference proceedings associated therewith, or otherwise necessary or desirable to secure the title thereto to Assignee;
- (d) transfer their entire interest to Assignee with full rights and privileges thereto, including, without limitation, to litigate, assign, license, prosecute the listed application(s) with any party, entity, or any geographic location; and
- (e) to sign and execute any document which may be necessary or desirable, lawful, and/or proper in connection with any filing of trademarks or copyrights or any other type of right or benefit associated with any intellectual property assigned to Assignee.

5. INDEMNIFICATION.

The Assignee will indemnify the Assignors against and hold it harmless from:

- (a) any claim by a third party that any of the Intellectual Property or its use, manufacture, sale, distribution, or reproduction infringes or misappropriates any copyrights, trade secrets, patents, or other intellectual property;
- (b) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest,

encumbrance, or other obligation to which the Assignors are a party or of which it has knowledge;

- (c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of any of the Intellectual Property by the Assignors prior to this assignment; and
- (d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above,

provided that:

- (a) the Assignors promptly give notice of any such claim to the Assignee;
- (b) the Assignee controls the defense and settlement of such claim; and
- (c) the Assignors fully cooperate with the Assignee in connection with its defense and settlement of such claim.

The Assignors shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignors shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Intellectual Property not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

6. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

7. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

8. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, first by email, and then by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to Kristen Faiferlick: (include valid email and mailing address)

If to Julia Cheng: (include valid email and mailing address)

If to Marjan Zamani: (include valid email and mailing address)

If to Christina Cyr: (include valid email and mailing address)

Christina Cyr
dTOOR Inc. SPC
4957 Lakemont Blvd SE STE C-4-388
Bellevue, WA 98006
Christina@dTOOR.com

If to dTOOR INC, SPC: (include valid email and mailing address)

(Same as above.)

9. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Washington. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

8. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, first by email, and then by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to Kristen Faiferlick: (include valid email and mailing address)

kfaiferlick@gmail.com

593 NE 86th St

Seattle, WA 98175

If to Julia Cheng: (include valid email and mailing address)

If to Marjan Zamani: (include valid email and mailing address)

If to Christina Cyr: (include valid email and mailing address)

If to dTOOR INC, SPC: (include valid email and mailing address)

9. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Washington. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

8. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, first by email, and then by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to Kristen Faiferlick: (include valid email and mailing address)

If to Julia Cheng: (include valid email and mailing address)

If to Marjan Zamani: (include valid email and mailing address)

marjan@marjanzamani.com

15922 84th Ave NE, Kenmore, WA 98028

If to Christina Cyr: (include valid email and mailing address)

If to dTOOR INC, SPC: (include valid email and mailing address)

9. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of **Washington**. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

8. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, first by email, and then by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to Kristen Faiferlick: (include valid email and mailing address)

If to Julia Cheng: (include valid email and mailing address)

juliaannecheng@gmail.com

4473 21st ST, Long Island City, NY 11101

If to Marjan Zamani: (include valid email and mailing address)

If to Christina Cyr: (include valid email and mailing address)

If to dTOOR INC, SPC: (include valid email and mailing address)

9. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of **Washington**. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

10. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

11. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

12. ENTIRE AGREEMENT.

This Assignment, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

13. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

CHRISTINA CYR

By: Christina Cyr

Name: Christina Cyr

Current Address:

4957 Lakemont Blvd SE STE C-4-388
Bellevue, WA 98006

ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of _____)
County of _____) ss

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared before me Christina Cyr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document and acknowledged to me that she executed the same in her authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____

ASSIGNEE

dTOOR INC, SPC

By: Christina Cyr

Name: Christina Cyr

Current Address:

4957 Lakemont Blvd SE STE C-4-388
Bellevue, WA 98006

ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of _____)
County of _____) .ss

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared before me Christina Cyr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the Chief Executive Officer of dTOOR INC, SPC and acknowledged to me that she executed the same in her authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

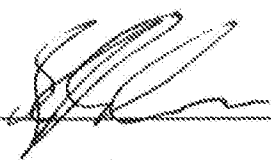
Signature of Notary Public: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

KRISTEN FAIFERLICK

By: 

Name: Kristen Faiferlick

Current Address:

543 NE 86th St
Seattle, WA 98115

ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of _____)
County of _____) ss

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared before me KRISTEN FAIFERLICK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document and acknowledged to me that she executed the same in her authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

MARJAN ZAMANI

By: Marjan

Name: Marjan Zamani

Current Address: 15922 84th Ave NE, Kenmore, WA 98028

**ACKNOWLEDGMENT
OF NOTARY PUBLIC**

State of Washington)
)
) .ss
County of King)

On this 15th day of June, 2018, before me, the undersigned Notary Public, personally appeared before me Marjan Zamani, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document and acknowledged to me that she executed the same in her authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

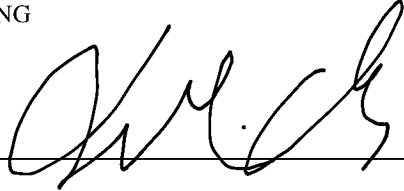
Signature of Notary Public: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

JULIA CHENG

By: 

Name: Julia Cheng

Current Address:

4473 21st ST Apt D1
Long Island City, NY 11101

**ACKNOWLEDGMENT
OF NOTARY PUBLIC**

State of _____)
County of _____) .ss

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared before me Julia Cheng, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document and acknowledged to me that she executed the same in her authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____