

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6152360

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JONATHAN NEIL HART	06/04/2020
MARGARET GOERTZEN	06/04/2020
CHRIS WITHAM	06/04/2020
RECEIVING PARTY DATA	
Name:	SWARM HOLDINGS LLC.
Street Address:	1 N 900 W
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84116
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16900834
Application Number:	63036355
CORRESPONDENCE DATA	
Fax Number:	(801)254-9427
<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:	801.495.4104
Email:	dokippearson@gmail.com
Correspondent Name:	PEARSON BUTLER
Address Line 1:	1802 W. SOUTH JORDAN PARKWAY SUITE 200
Address Line 4:	SOUTH JORDAN, UTAH 84095
ATTORNEY DOCKET NUMBER:	6069T4NP
NAME OF SUBMITTER:	JASON P. WEBB
SIGNATURE:	/Jason P. Webb/
DATE SIGNED:	06/12/2020
Total Attachments: 9	
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PATENT

REEL: 052933 FRAME: 0306

PATENT ASSIGNMENT

This PATENT Assignment is effective as of 11/21/2019 [DATE] and is entered into freely by and between **Jonathan Neil Hart** ("Assignor 1"), an individual, **Margaret Goertzen** ("Assignor 2"), an Individual, **Chris Witham** ("Assignor 3"), an Individual; (Assignor1, Assignor2 and Assignor3 are referred to herein as "Assignor" and "Assignors") and **SWARM HOLDINGS LLC**. ("Assignee"), a Corporation. The Assignors and the Assignee may be referred to collectively as the "Parties."




WHEREAS, Assignor(s) has created certain new and useful improvements associated with **SWARM SKYHOOK FD** (properties are referred to herein as the "Property" and described herein) and (i) has registered or (ii) has applied for the registration of Patent(s) on the Property, which Patent(s) and/or application(s) for Patent(s) are recorded under Attorney Docket No. **6069t4P** in the records of **Pearson Butler/Jason P. Webb**, it is the Assignors' intention to assign, transfer, convey, and grant all rights, title, and entire interest in the Property described below to Assignee; Assignee wishes to acquire the entirety of Assignors' right, title, and interest in the Property; and Assignors and Assignee are duly authorized and capable of entering into this assignment.

NOW, THEREFORE, the Parties agree as follows:

1. **ASSIGNMENT.** Assignor does hereby irrevocably and exclusively assign, transfer, convey, and grant to Assignee, within the Scope of this Assignment, the entire right, title, and interest in and to the Property and application, including any and all Patent Registrations granted on any division, continuation, continuation-in-part, reissue of said application, and the like, including any and all Letters Patent, and all rights under the International Convention for the Protection of Industrial Property as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.
2. **Scope of this Assignment.** The Scope of this Assignment is the world.
3. **CONSIDERATION.** In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of \$1 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
4. **Representations and Warranties.** Assignor represents and warrants to Assignee: Assignor has the right, power and authority to enter into this Agreement; Assignor is the exclusive and legal owner of all right, title and interest, including all intellectual property rights, in the Property as described in Attachment A; The Property does not infringe the rights of any person or entity; There are no claims, pending or threatened, with respect to Assignor's rights in the Property; This Agreement is valid, binding and enforceable in accordance with its terms; and Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
5. **Necessary Acts by Assignee.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out provisions of this Agreement.

6. Necessary Acts by Assignor. Assignor hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other Patent application(s) for the described Property, including additional documents that may be required to affirm the rights of Assignee in and to said Property, all without further consideration. Assignor also agrees, without further consideration and at Assignee's expense, to identify and communicate to Assignee, at Assignee's request, documents and information concerning the Property that are within Assignor's possession or control, and to provide further assurances and testimony on behalf of Assignee that lawfully may be required of Assignor in respect to the prosecution, maintenance and defense of any Patent application or Patent encompassed within the terms of this Agreement.
7. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademark to issue any and all Letters Patent referred to above to Assignee, as the Assignee of the entire right, title and interest in and to the same, for Assignee's sole use; and for the use of Assignee's legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made. Where this document is signed before the filing of an application associated with the Property, Assignor and Assignee each agree to permit the law firm filing this assignment document to write in the application number(s) and/or filing date(s) associated with the Property after the signing of this Patent Assignment.
8. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Assignment, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
9. Amendment. This Agreement may be amended only by a writing signed by both parties.
10. Severability. Should any term, provision, covenant or condition of this Agreement, or application thereof to any person, place or circumstance, be held by a court of competent jurisdiction to be invalid, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
11. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Utah. The Parties to this Agreement agree to the personal jurisdiction of the State of Utah.
12. This Agreement may be executed in counterparts, with all counterparts together constituting one and the same instrument. This Agreement may also be delivered by facsimile copy and such facsimile copy shall be deemed to be an original copy.

Executed and Agreed to by:

Assignors	Printed Name	Signature	Date Signed
Assignor 1	Jonathan Neil Hart		11.21.2019
Assignor 2	Margaret Goertzen		11.22.2019
Assignor 3	Chris Witham		11.21.2019
Assignee Printed Name	Company Authority	Signature	Date Signed
Swarm Holdings LLC.	Jon Hart Partner		11.21.2019

The Property Description:

Matter ID No : **6069t4P**

US Provisional Application for: **"SWARM SKYHOOK FD"**

Application No: **62/860,478**

Filing Date : **June 12, 2019**

/Jason P. Webb/

Jason P. Webb

Attorney of Record

Date: December 13, 2019

PATENT ASSIGNMENT

This PATENT Assignment is effective as of 6.4.2020 [DATE] and is entered into freely by and between **Jonathan Neil HART** ("Assignor 1"), an Individual, **Margaret GOERTZEN** ("Assignor 2"), an Individual, **Chris WITHAM** ("Assignor 3"), an Individual; (Assignor1, Assignor2 and Assignor3 are referred to herein as "Assignor" and "Assignors") and **SWARM HOLDINGS LLC**. ("Assignee"), a Corporation. The Assignors and the Assignee may be referred to collectively as the "Parties."





WHEREAS, Assignor(s) has created certain new and useful improvements associated with "**FIVE CORE SKYHOOK INNOVATIONS**" (properties are referred to herein as the "Property" and described herein) and (i) has registered or (ii) has applied for the registration of Patent(s) on the Property, which Patent(s) and/or application(s) for Patent(s) are recorded under Attorney Docket No. **6069t5P** in the records of **Pearson Butler/Jason P. Webb**, it is the Assignors' intention to assign, transfer, convey, and grant all rights, title, and entire interest in the Property described below to Assignee; Assignee wishes to acquire the entirety of Assignors' right, title, and interest in the Property; and Assignors and Assignee are duly authorized and capable of entering into this assignment.

NOW, THEREFORE, the Parties agree as follows:

1. **ASSIGNMENT.** Assignor does hereby irrevocably and exclusively assign, transfer, convey, and grant to Assignee, within the Scope of this Assignment, the entire right, title, and interest in and to the Property and application, including any and all Patent & Trademark Registrations granted on any division, continuation, continuation-in-part, reissue of said application, and the like, including any and all Letters Patent & Trademark, including any and all goodwill associated therewith, the right to any suit, past, present or future associated therewith, and all rights under the International Convention for the Protection of Industrial Property as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.
2. **Scope of this Assignment.** The Scope of this Assignment is the world.
3. **CONSIDERATION.** In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of \$1 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
4. **Representations and Warranties.** Assignor represents and warrants to Assignee: Assignor has the right, power and authority to enter into this Agreement; Assignor is the exclusive and legal owner of all right, title and interest, including all intellectual property rights, in the Property as described in Attachment A; The Property does not infringe the rights of any person or entity; There are no claims, pending or threatened, with respect to Assignor's rights in the Property; This Agreement is valid, binding and enforceable in accordance with its terms; and Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

5. Necessary Acts by Assignee. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out provisions of this Agreement.
6. Necessary Acts by Assignor. Assignor hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other Patent & Trademark application(s) for the described Property, including additional documents that may be required to affirm the rights of Assignee in and to said Property, all without further consideration. Assignor also agrees, without further consideration and at Assignee's expense, to identify and communicate to Assignee, at Assignee's request, documents and information concerning the Property that are within Assignor's possession or control, and to provide further assurances and testimony on behalf of Assignee that lawfully may be required of Assignor in respect to the prosecution, maintenance and defense of any Patent & Trademark application or Patent & Trademark encompassed within the terms of this Agreement.
7. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents & Trademarks and Patents & Trademarks to issue any and all Letters Patent & Trademark referred to above to Assignee, as the Assignee of the entire right, title and interest in and to the same, for Assignee's sole use; and for the use of Assignee's legal representatives and successors, to the full end of the term for which such Letters Patent & Trademark may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made. Where this document is signed before the filing of an application associated with the Property, Assignor and Assignee each agree to permit the law firm filing this assignment document to write in the application number(s) and/or filing date(s) associated with the Property after the signing of this Patent & Trademark Assignment.
8. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Assignment, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
9. Amendment. This Agreement may be amended only by a writing signed by both parties.
10. Severability. Should any term, provision, covenant or condition of this Agreement, or application thereof to any person, place or circumstance, be held by a court of competent jurisdiction to be invalid, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
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12. This Agreement may be executed in counterparts, with all counterparts together constituting one and the same instrument. This Agreement may also be delivered by facsimile copy and such facsimile copy shall be deemed to be an original copy.

Executed and Agreed to by:

Assignors	Printed Name	Signature	Date Signed
Assignor 1	Jonathan Neil Hart		6.4.2020
Assignor 2	Margaret Goertzen		6.4.2020
Assignor 3	Chris Witham		6.4.2020
Assignee Printed Name	Company Authority	Signature	Date Signed
Swarm Holdings LLC.	Jonathan Neil Hart		6.4.2020

The Property Description:

Matter ID No : **6069t5P**

US Provisional Application for: **"FIVE CORE SKYHOOK INNOVATIONS"**

Application No: 63/036,355

Filing Date : June 8, 2020

/Jason P. Webb/

Jason P. Webb

Attorney of Record

Date: 06/08/2020

Dear Sirs,

Matter ID No : 6069t4NP

Title: "MOUNT ASSEMBLY AND SPEAKER MOUNT WITH SCREWLESS DOG"

Non-Provisional Application No.: 16/900,834

Filing Date: June 12, 2020

This Application is a Non-Provisional Application of, and Claims priority to the ABOVE US Provisional Application No.: 62/860,478 filed on June 12, 2019.

Also,

This Non-Provisional (16/900,834) additionally claims priority to the Above US Provisional Application No.: 63/036,355 Filed on June 8, 2020 and should be also included on this Assignment.

Respectfully submitted,

/Jason P. Webb/

Jason P. Webb

Attorney of Record

Date: June 12, 2020