

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6157881

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	JOHN SCHIAVONE	06/12/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WIZARD WORKS LLC	
<b>Street Address:</b>	1967 E MAPLE STREET	
<b>Internal Address:</b>	SUITE 166	
<b>City:</b>	NORTH CANTON	
<b>State/Country:</b>	OHIO	
<b>Postal Code:</b>	44720	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	D883764
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	813-428-2001	
<b>Email:</b>	kdoherly@gulfcoastip.com	
<b>Correspondent Name:</b>	STEPHEN POWERS	
<b>Address Line 1:</b>	8725 PLACIDA RD	
<b>Address Line 2:</b>	UNIT 7 PMB 127	
<b>Address Line 4:</b>	PLACIDA, FLORIDA 33946	
<b>ATTORNEY DOCKET NUMBER:</b>	JSCHIAVONE-01	
<b>NAME OF SUBMITTER:</b>	STEPHEN POWERS	
<b>SIGNATURE:</b>	/Stephen Powers/	
<b>DATE SIGNED:</b>	06/17/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 7</b>		
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## PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and effective as of May 29, 2020 ("Effective Date") by and between John Schiavone (the "Assignor") and Wizard Works, LLC (the Assignee). The Assignor and/or the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

**WHEREAS**, the Assignor(s) have invented certain new and useful invention (the "Invention") and (i) have registered or (ii) has applied for the registration of patent application on the Invention, which patent is listed herein on Schedule 1 and is made a part hereof (collectively, the "Patent"); and

**WHEREAS**, it is the Assignor's intention to assign and transfer to the Assignee [all of] its right, title and interest in and to the Invention and the Patent; and

**WHEREAS**, the Assignee desires to acquire [all] of the Assignors' right, title and interest in and to the Invention and the Patent; and

**WHEREAS**, the Contract requires the prior consent of the Assignor; and

**WHEREAS**, John Schiavone ("Assignor") owner of U.S. Patent: D883764, dated May 12, 2020, titled Adjustable Labeling Apparatus for Bottles and Jars, (the "Patent"). Wizard Works, LLC ("Assignee") desires to acquire all rights in and to the Patent.

**NOW THEREFORE**, for valuable consideration, the receipt of which is acknowledged, Assignor assigns to Assignee 100% of their rights, title and interest in the invention and Patent to Assignee for the entire term of the Patent and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed

claiming the benefit of the Patent. The right, title and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patent and any and all applications and registrations for the invention in any and all countries.

Assignee hereby accepts the assignment of all of Assignors obligations, responsibilities and duties under the Contract and all of Assignor right, title and interest and to the Contract.

Notwithstanding the foregoing, Assignor agrees to defend and indemnify the Assignee from any and all claims, actions judgments, liabilities, proceedings and costs resulting from Assignors performance prior to the assignment and resulting from the Assignees performance after the assignment of the Contract, provided however that after the assignment of the Contract the State shall first look to Assignee to satisfy all claims, actions, judgments, liabilities proceedings and costs.

Assignee agrees to indemnify the Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs resulting from Assignees performance after the assignment of the Contract.

This Agreement is governed by the laws of Ohio, without regard to Assignee's conflict or choice of law provisions, and both parties expressly consent to jurisdiction in such courts.

**SCHEDULE 1**

<u>Name of Assigned Patent</u>	<u>Patent Number</u>	<u>Status</u>
Adjustable Labeling Apparatus for Bottles and Jars	D883764	Patented

IN WITNESS WHEREOF, the parties set their hands and seals as of the dates reflected below.

Date: 6/12/2020

x John Schiavone  
John Schiavone

Assignor

On this 12 day of JUNE, 2020 before me, JESSICA S. ALAM, the undersigned Notary Public, personally appeared John Schiavone (ASSIGNOR), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within the instrument, and acknowledged to me that he/she executed the same. WITNESS my hand and official seal in STARK County on the date set forth in this certificate.

Jessica S. Alam  
Notary Public



JESSICA S. ALAM  
Notary Public, State of Ohio  
My Comm. Expires 08/19/2024  
Recorded in Stark County

Date: 6/12/20

x Joseph D. Schiavone

Joseph D. Schiavone for Wizard Works, LLC\_  
Assignee

On this 12 day of JUNE, 2020 before me, JESSICA S. ALAM, the undersigned Notary Public, personally appeared Joseph D. Schiavone (ASSIGNEE) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within the instrument, and acknowledged to me that he/she executed the same. WITNESS my hand and official seal in STARK County on the date set forth in this certificate.

Jessica S. Alam  
Notary Public



JESSICA S. ALAM  
Notary Public, State of Ohio  
My Comm. Expires 08/19/2024  
Recorded in Stark County

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

John Schiavone

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) June 12, 2020

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Wizard Works LLC

Internal Address: \_\_\_\_\_

Street Address: 1967 E Maple St

Suite 166

City: North Canton

State: OH

Country: USA Zip: 44720

Additional name(s) & address(es) attached? ☐ Yes ☐ No

**4. Application or patent number(s):**

☒ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

D883764

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Stephen Powers

Internal Address: \_\_\_\_\_

Street Address: 8725 Placida

Unit 7 PMB 127

City: Placida

State: FL Zip: 33946

Phone Number: 214-764-9311

Docket Number: JSchiavone-01

Email Address: spowers@gulfcoastip.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☒ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** /StephenPowers/

06/17/20

Signature

Date

Stephen Powers

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**

**REEL: 052963 FRAME: 0749**

## **Guidelines for Completing Patents Cover Sheets (PTO-1595)**

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

### **Item 1. Name of Conveying Party(ies).**

Enter the full name of the party(ies) conveying the interest. If there is insufficient space, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the additional conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the party(ies) other than the owner of the patent or patent application as the conveying party(ies).

### **Item 2. Name and Address of Receiving Party(ies).**

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the patent or patent application owner(s) as the receiving party.

### **Item 3. Nature of Conveyance/Execution Date(s).**

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized. Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance.

### **Item 4. Application Number(s) or Patent Number(s).**

Indicate the application number(s), and/or patent number(s) against which the document is to be recorded. National application numbers must include both the series code and a six-digit number (e.g., 07/123,456), and international application numbers must be complete (e.g., PCT/US91/12345).

Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4. Also enter a check mark if this Assignment is being filed as an Oath/Declaration ( 37 CFR 1.63).

### **Item 5. Name and Address of Party to whom correspondence concerning the document should be mailed.**

Enter the name and full address of the party to whom correspondence is to be mailed.

### **Item 6. Total Applications and Patents involved.**

Enter the total number of applications and patents identified for recordation. Be sure to include all applications and patents identified on the cover sheet and on additional pages.

### **Block 7. Total Fee Enclosed.**

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and patent against which the document is recorded.

### **Item 8. Payment Information.**

Enter the deposit account number and authorized user name to authorize charges.

### **Item 9. Signature.**

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, USPTO, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.



## **Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet**

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.