

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6162460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SIMON SHORLAND	06/16/2020
RECEIVING PARTY DATA	
Name:	INVENTING LTD
Street Address:	91A PETERBOROUGH ROAD
City:	LONDON
State/Country:	ENGLAND
Postal Code:	SW6 3BU
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9668563
Patent Number:	10092080
Patent Number:	10188190
PCT Number:	GB2015051203
CORRESPONDENCE DATA	
Fax Number:	
<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:	8587502591
Email:	rachel@potentelaw.com
Correspondent Name:	PETER M. POTENTE, ESQ.
Address Line 1:	4320 LA JOLLA VILLAGE DRIVE, SUITE 170
Address Line 4:	SAN DIEGO, CALIFORNIA 92122
NAME OF SUBMITTER:	PETER M. POTENTE
SIGNATURE:	/Peter M. Potente/
DATE SIGNED:	06/19/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
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**PURCHASE, TRANSFER, AND ASSIGNMENT OF
INTELLECTUAL PROPERTY AGREEMENT**

This Purchase, Transfer, and Assignment of Intellectual Property Agreement (the “Agreement”) is made and entered into as of **June 16, 2020** by and between **Mr. Simon Shorland**, an Individual (“Assignor”) and **Inventing Ltd.**, a Private Limited Company with a registered address at Matrix Studios, 91a Peterborough Road, London, England SW6 3BU (“Assignee”).

RECITALS

WHEREAS, on or around May 1, 2015, the prior owner of the Intellectual Property (as defined in this Agreement), including the goodwill associated with the Intellectual Property, sold, transferred, and assigned all interest in and to substantially all of its Intellectual Property to Elementz, LLC, a Delaware limited liability company (“Elementz”);

WHEREAS, on or around April 27, 2020, Elementz sold, transferred, and assigned all interest in and to substantially all of its Intellectual Property, including the goodwill associated with the Intellectual Property, to Mr. Simon Shorland, an individual.

WHEREAS, Assignor is now the sole owner of Intellectual Property, including the goodwill associated with the Intellectual Property; and

WHEREAS, under the terms of the Agreement, the Assignor desires to sell, transfer, and assign to Assignee the right, title, and interest in and to substantially all of its Intellectual Property, including the associated goodwill, and Assignee desires to acquire from Assignor the right, title, and interest in and to substantially all of the Intellectual Property of Assignor, including the associated goodwill.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Assignor and the Assignee agree as follows:

1. INTELLECTUAL PROPERTY. Assignor is the owner of the following items of intellectual property, including the goodwill associated with such intellectual property (the “Intellectual Property”):

a. Patents.

Country/Status	Patent No.	Serial No.	Patent Title	Date Filed/Issued
United States (Registered)	9,668,563	14693961	Deodorant Product Application Device	June 06, 2017

United States (Registered)	10,092,080	15581381	Deodorant Product Application Device	October 09, 2019
United States (Registered)	10,188,190	15471038	Deodorant Product Application Device	January 29, 2019
Europe (Registered)	EP3133956	EP15726661	Deodorant Product Application Device	February 07, 2018
Brazil (Registered)	BR1120160245830	PCT/GB2015/051203	Deodorant Product Application Device	October 21, 2016
China (Registered)	106231952	ZL2015800206558	Deodorant Product Application Device	January 10, 2019
Canada (Registered)	CA 2945932	PCT/GB2015/051203	Deodorant Product Application Device	October 14, 2016
Australia (Registered)	2015250636	PCT/GB2015/051203	Deodorant Product Application Device	April 23, 2015
New Zealand (Registered)	726571	PCT/GB2015/051203	Deodorant Product Application Device	November 21, 2016

b. “Intellectual Property” also includes all other intellectual property of Assignor, including, collectively, copyrights, including all registered and unregistered copyrights, copyrightable works, and writings and other works of authorship embodied in tangible form, including any applications relating to any of the foregoing, as applicable, and any renewals of any of the foregoing; know-how, including unpatented technical information, designs, knowledge,

know-how and data; patents, including any and all patents and patent applications, any continuing applications thereof including divisionals, continuations, continuations-in-part, reissued and reexamined patents, and all corresponding foreign patents or patent applications; and trademarks and trade dress, including all registered and unregistered trademarks, trade dress, service marks, and logotypes, including any applications relating to any of the foregoing, as applicable, and any renewals of any of the foregoing.

c. Intellectual Property also includes all Trade Secrets of Assignor. As used herein, "Trade Secret(s)" means, as provided in the Uniform Trade Secrets Act (Civil Code §3426.1(d)), without limitation, information, including a formula, pattern, compilation, program, device, method, figure, or process that (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. ASSIGNMENT AND TRANSFER. For good and valuable consideration, the receipt of which is hereby acknowledged, and the sum of **one dollar and zero cents (\$1.00)**, Assignor hereby assigns and transfers to Assignee all of Assignor's interest in the Intellectual Property, including the associated goodwill, together with all derivative rights and all rights to secure registrations, renewals, reissues, and extensions of the copyrights, patents, and trademark rights included therein, if any. Upon execution of this Assignment, Assignor shall simultaneously transfer all Intellectual Property to Assignee.

3. WARRANTIES AND REPRESENTATIONS. Assignor hereby covenants, warrants, and represents to Assignee that:

a. Assignor is the sole owner of and has the exclusive right to hold, use, assign, and transfer the Intellectual Property, free and clear of any liens, filings with USPTO or any foreign intellectual property agency, security interests, encumbrances, licenses, or claims of any nature, and has made no agreement, assignment, or other transfer with respect to the Intellectual Property that is in conflict with this Assignment.

b. Except as specified in Paragraph 1(a) of this Assignment, no registration has been effected or is on file with the appropriate governmental agencies with respect to the Intellectual Property.

c. Assignor agrees to authorize and direct its heirs, personal representatives, successors, and assigns to make and execute any instrument and to perform any act that Assignee may deem necessary to perfect this Assignment and to secure the registration, renewal, or extension of the registration of the Intellectual Property, as applicable.

d. Assignor agrees to take such steps and make such filings as may be necessary or appropriate in the determination of Assignee to effect the transactions contemplated hereby.

4. GOVERNING LAW; ENTIRE AGREEMENT. This Assignment is governed by the laws of the State of California without regard to its conflict of law rules. This Assignment

constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended without the written agreement of the parties.

5. FURTHER ASSURANCES. From time to time hereafter, and without further consideration, the Assignor shall execute and deliver such additional or further instruments of conveyance, assignments and transfer documents, and take such actions, as the Assignee or its affiliates may reasonably request, for the purpose of carrying out the transactions hereunder.

6. LANGUAGE. If this Assignment is translated, the English language text shall prevail.

IN WITNESS WHEREOF, the parties have executed this Assignment by their duly authorized representatives.

ASSIGNOR

Mr. Simon Shorland, an Individual
1460 N Doheny Drive
Los Angeles, California 90069

ASSIGNEE

Inventing, Ltd., a Private Limited
Company
Matrix Studios
91a Peterborough Road
London, England
SW6 3BU

DocuSigned by:
Simon Shorland
Simon Shorland, individual

DocuSigned by:
Simon Shorland
Simon Shorland, Shareholder 90.25%

6/18/2020
Date

6/18/2020
Date

ASSIGNEE

Inventing, Ltd., a Private Limited
Company
Matrix Studios
91a Peterborough Road
London, England
SW6 3BU

ASSIGNEE

Inventing, Ltd., a Private Limited
Company
Matrix Studios
91a Peterborough Road
London, England
SW6 3BU

DocuSigned by:
Duncan Thomson
Duncan Thomson, Shareholder 5.00%

DocuSigned by:
McK Davey
NJD Ventures Ltd., Shareholder 4.75%

6/18/2020
Date

6/19/2020
Date