

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MARISSA BARLOW	07/08/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NANI SWIMWEAR INC.
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<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84335
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29740992
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	NANCIP012
<b>NAME OF SUBMITTER:</b>	PRESTON P. FRISCHKNECHT
<b>SIGNATURE:</b>	/Preston P. Frischknecht/
<b>DATE SIGNED:</b>	07/08/2020
<b>Total Attachments: 10</b>	
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## INVENTION ASSIGNMENT

**WHEREAS, Marissa Barlow**, Smithfield, UT (“Assignor”) is inventor of **A SWIMSUIT BOTTOM** (“the Invention”), a copy or copy portion of which is attached hereto as “Exhibit A”, and

**WHEREAS**, Assignor believes herself to be the original, first, and/or sole inventor of the Invention disclosed and claimed in Exhibit A; and

**WHEREAS, NANI SWIMWEAR INC.**, 288 W 400 S, Smithfield, UT 84335 (“Assignee”) desires to acquire by formal, recordable assignment any right, title, and interest in and to said Invention, and said Patent Application in the United States and throughout the world;

**NOW, THEREFORE**, in consideration of good and valuable consideration rendered by Assignee:

1. Assignment. Assignor hereby grants and assigns unto Assignee, any right, title, and interest in the invention, including any and all patent applications based upon it. Assignee also hereby acquires the right, power, and authority to file and prosecute any patent application in its own name. Assignee also maintains the right to bring actions for infringement related to the invention in its own name, specifically including the right to seek damages for any past infringement.

2. General authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Patent granted for said Invention, whether on an application for said Invention, said Patent Application, or on any subsequently filed provisional, non-provisional, divisional, continuation, continuation-in-part, reissue, or other application, to Assignee, its successors and assigns, as the assignee of the entire interest in said Invention.

3. Representations and warranties. Assignor individually represents and warrants as follows:

- (a) she is the sole owner of the Invention;
- (b) she has not sold or transferred the Invention to any third party;
- (c) she has the authority to enter into this agreement;
- (d) she does not believe that the Invention has been taken from any third party without authorization (e.g., a knowing copy of another company’s invention);
- (e) she does not know of any permissions that have to be obtained in order for this assignment to be completed;
- (f) the Invention was not conceived or created in the course and conduct of Assignor’s employment by a separate, third party.

4. Agreement to cooperate. Assignor hereby agrees, without further consideration and without expense to Assignee, to sign all lawful papers and to perform all other lawful acts which the Assignee may request in order to make this Assignment fully effective, including the furnishing of all lawful documents as requested by Assignee to further the prosecution of any patent applications relating to the invention, cooperation to the best of Assignor’s ability in executing all other lawful documents pertaining

to the invention, and producing evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuance, extension, and infringement proceedings.

5. Forum selection. The Parties agree that any action or lawsuit arising out of or related to this Agreement—including but not limited to any action brought to enforce the terms of this Agreement—shall be brought in the federal or state courts of the State of Utah. The Parties agree that they are subject to the personal jurisdiction of such courts for the purposes of any such lawsuit or action.

6. Prevailing party costs and attorneys' fees. In any action arising out of this Agreement, including but not limited to any action brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to the recovery of reasonable attorneys' fees and reasonably incurred costs and expenses of litigation.

This assignment and agreement shall be binding upon any and all heirs and legal representatives of Assignor.

**ASSIGNOR MARISSA BARLOW**

Signature: \_\_\_\_\_



Date: 07/08/2020

**SEND COPY TO:**

Mail Stop Assignment Recording Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

To the Commissioner of Patents and Trademarks:

Your petitioner, Nani Swimwear Inc., a company in the United States of America, located in Smithfield, Utah, submits a new design for A SWIMSUIT BOTTOM, as set forth in the following specification, and prays that letters patent be granted for the design of the same:

Fig. 1 is a perspective view;

Fig. 2 is a front view;

Fig. 3 is a back view;

Fig. 4 is a left side view;

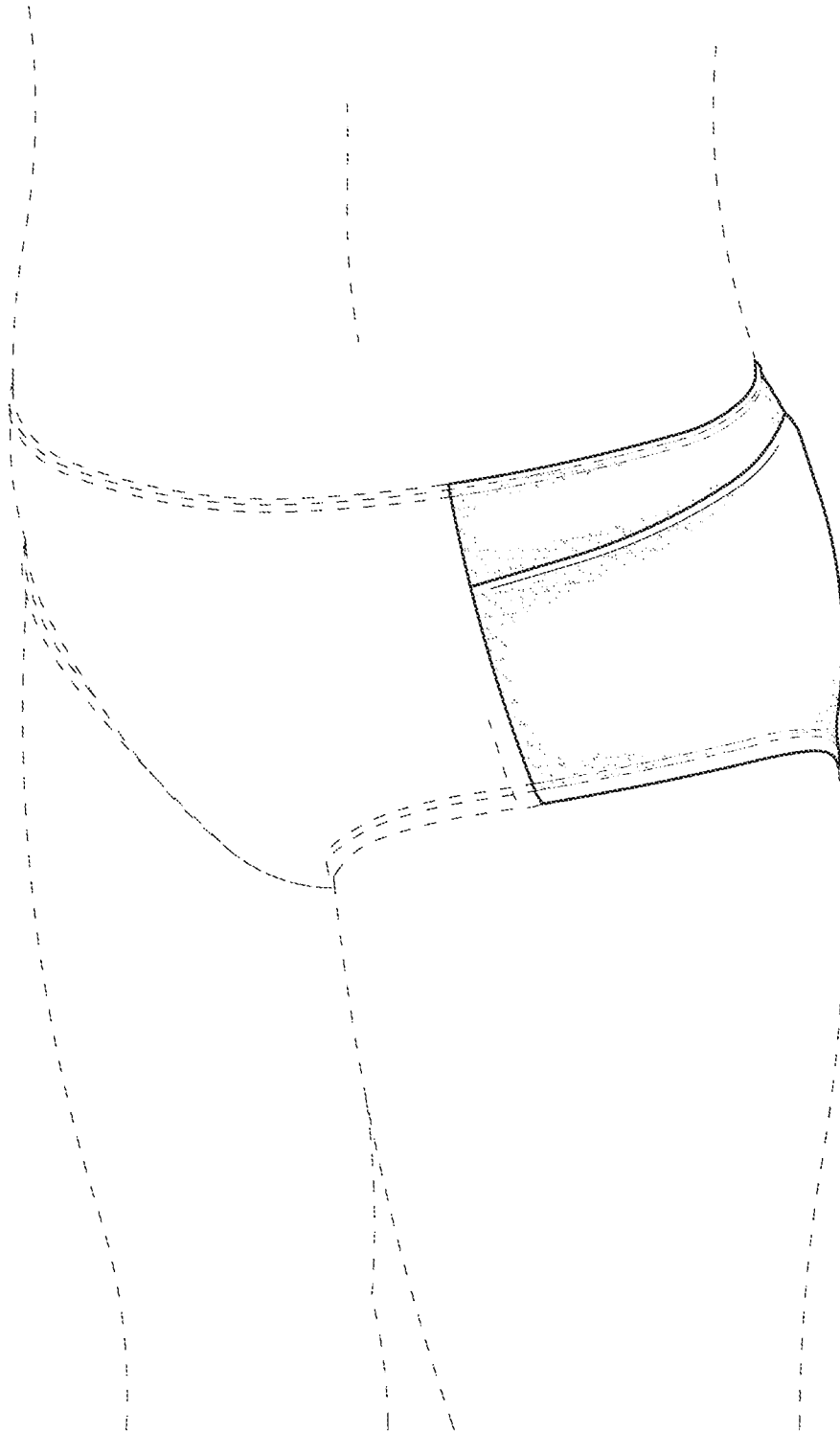
Fig. 5 is a right side view;

Fig. 6 is a top view; and

Fig. 7 is a bottom view.

The dashed lines depict portions of the swimsuit bottom that form no part of the claimed design. The dash dot dot lines depict stitching of the swimsuit bottom that forms no part of the claimed design.

I claim: The ornamental design for A SWIMSUIT BOTTOM as shown and described.



**FIG. 1**

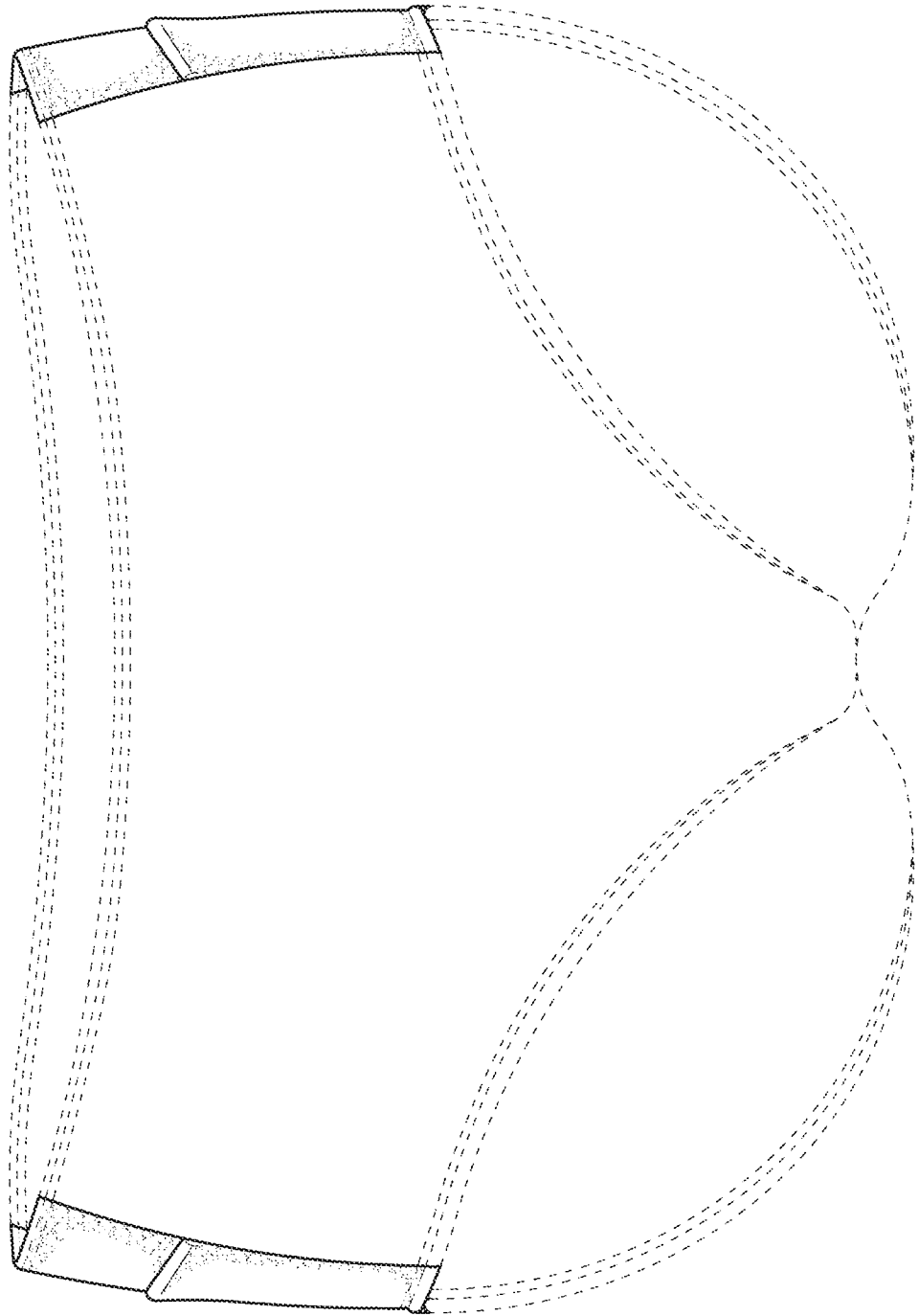


FIG. 2

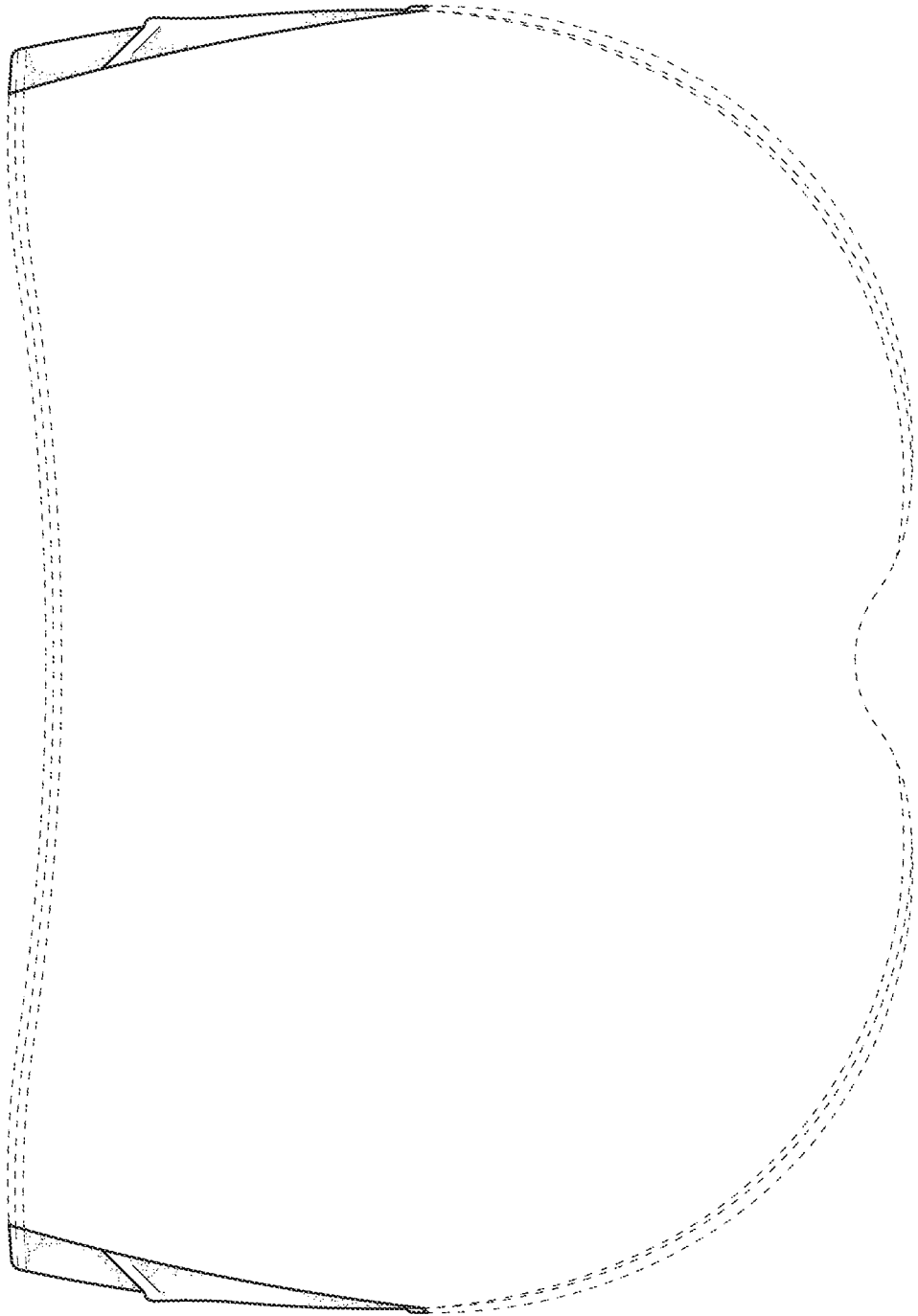


FIG. 3



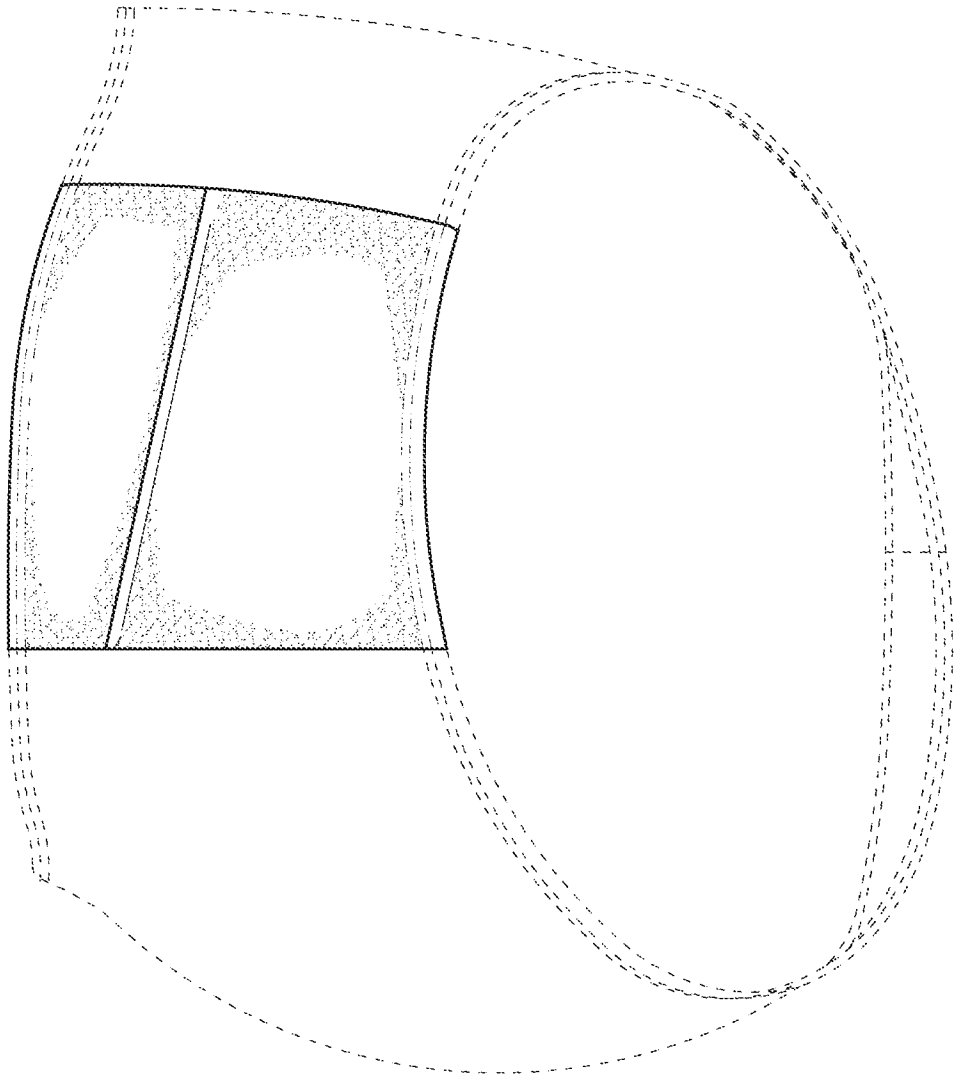


FIG. 4

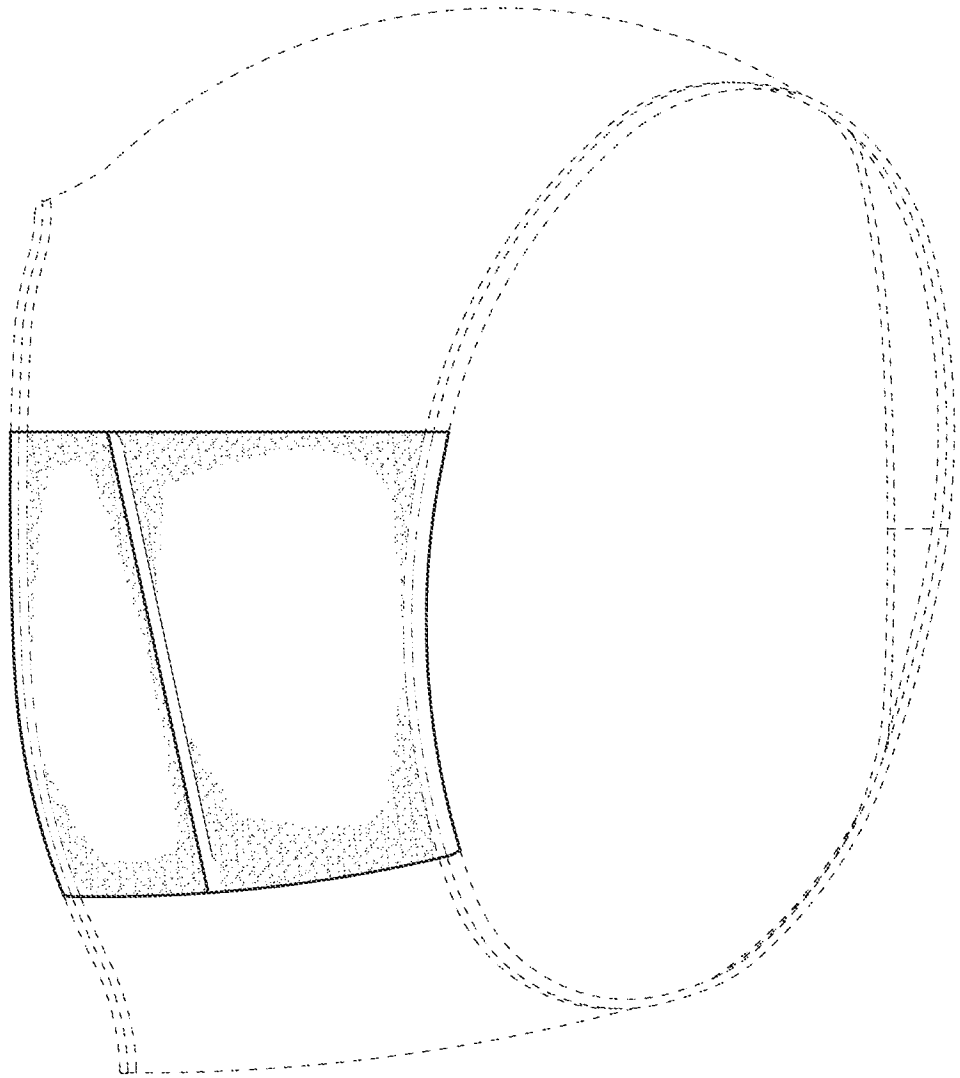


FIG. 5

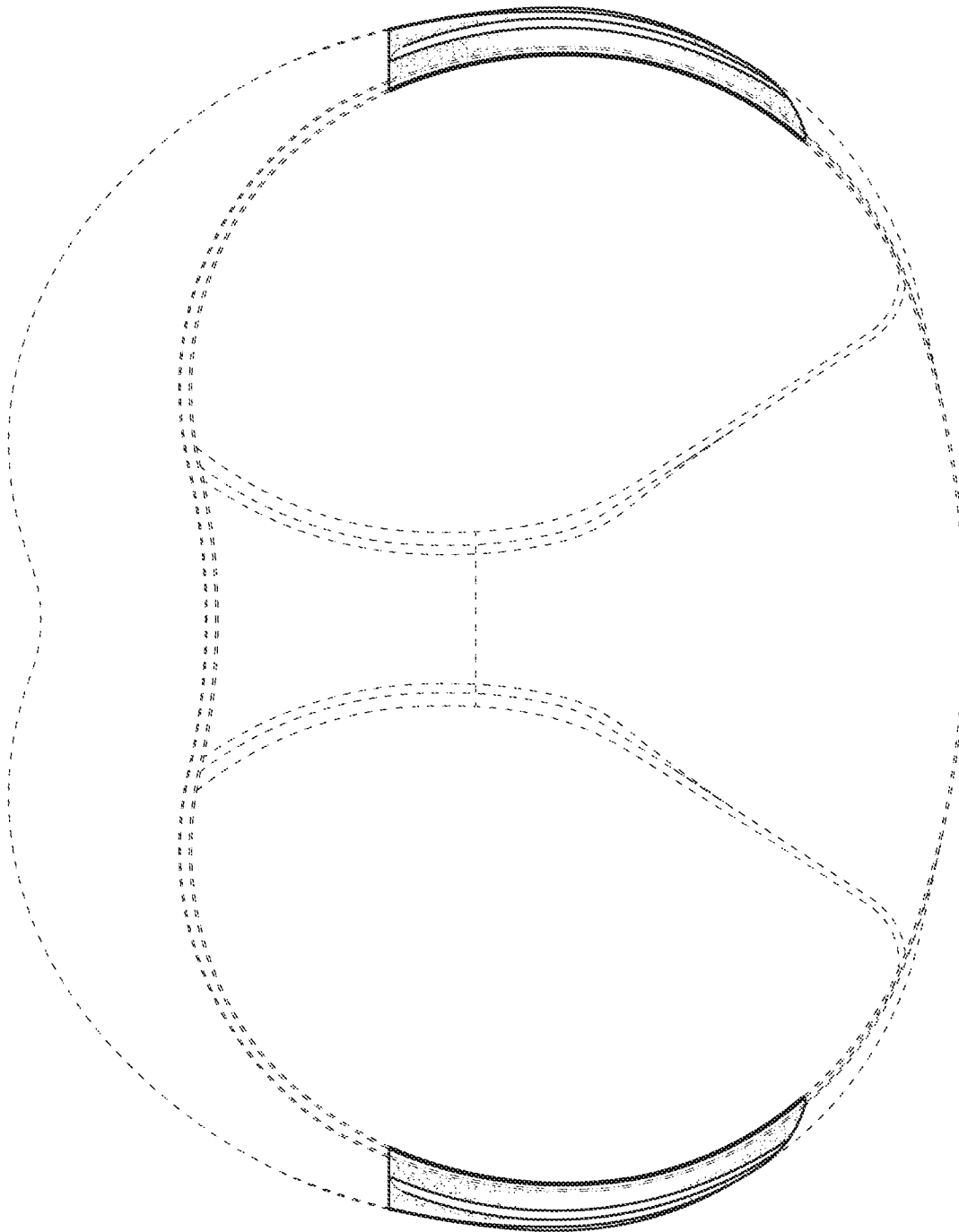


FIG. 6

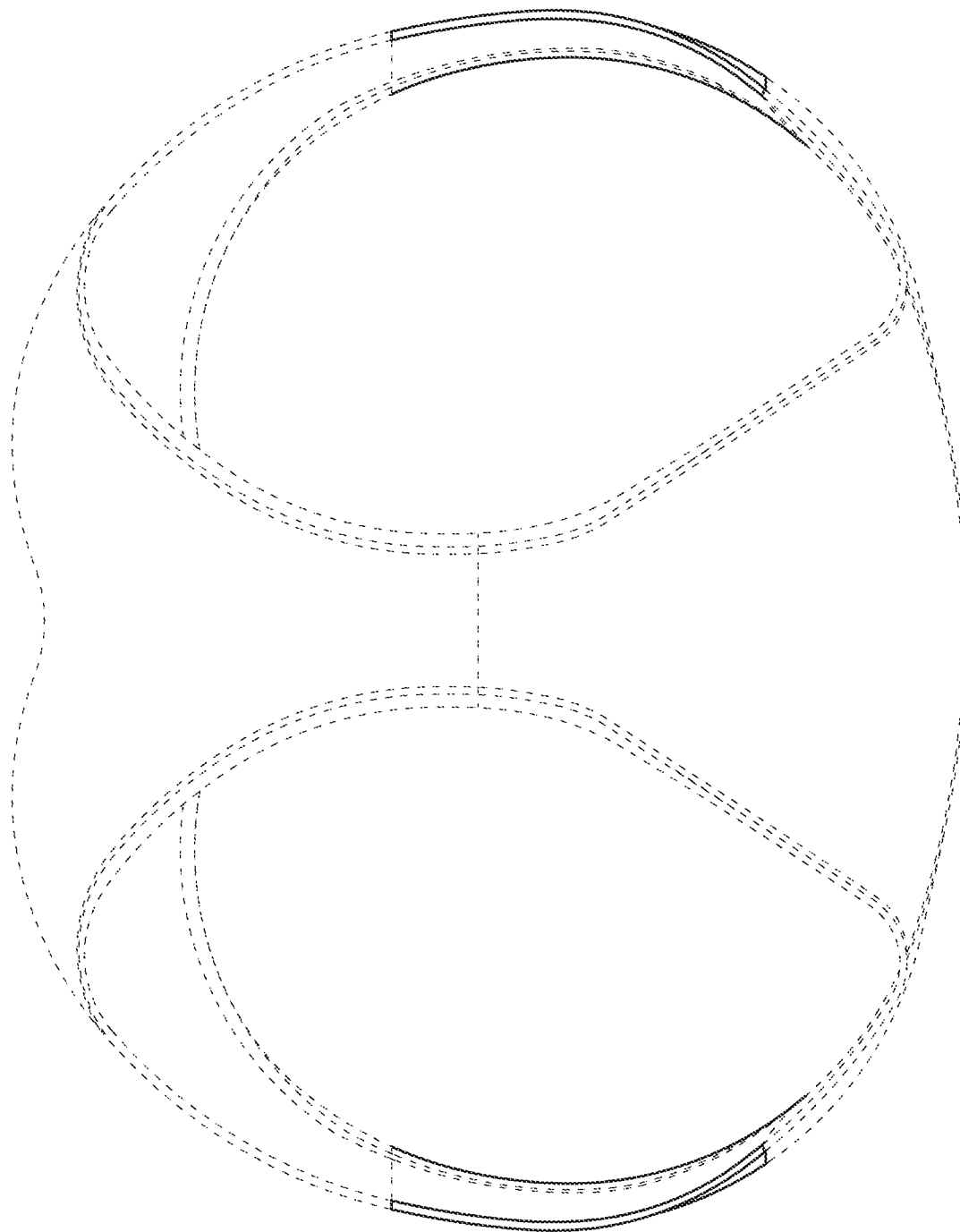


FIG. 7