# 506249121 09/14/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6295866

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JEFF LADWIG	09/04/2020
ZEBRICK ROACH	09/04/2020

## **RECEIVING PARTY DATA**

Name:	WATER PIK, INC.	
Street Address:	1730 EAST PROSPECT ROAD	
City:	FORT COLLINS	
State/Country:	COLORADO	
Postal Code:	80553	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29744441

#### **CORRESPONDENCE DATA**

**Fax Number:** (303)629-3450

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.

**Phone:** 303.629.3400

**Email:** docketing-dv@dorsey.com, croft.kimberly@dorsey.com

Correspondent Name: KIMBERLY C. CROFT
Address Line 1: DORSEY & WHITNEY LLP

Address Line 2: 1400 WEWATTA STREET, SUITE 400

Address Line 4: DENVER, COLORADO 80202

<b>ATTORNEY DOCKET NUMBER:</b> P288270.US.01-456902-3039	
NAME OF SUBMITTER:	KIMBERLY C. CROFT
SIGNATURE:	/Kimberly C. Croft/
DATE SIGNED:	09/14/2020

# **Total Attachments: 6**

source=20200911\_Assignment - executed\_P288270.US.01#page1.tif source=20200911\_Assignment - executed\_P288270.US.01#page2.tif source=20200911\_Assignment - executed\_P288270.US.01#page3.tif source=20200911\_Assignment - executed\_P288270.US.01#page4.tif

PATENT 506249121 REEL: 053757 FRAME: 0409

source=20200911\_Assignment - executed\_P288270.US.01#page5.tif source=20200911\_Assignment - executed\_P288270.US.01#page6.tif

PATENT REEL: 053757 FRAME: 0410

#### INDUSTRIAL DESIGN ASSIGNMENT

### PARTIES TO THE ASSIGNMENT:

### Assignor(s):

Jeff Ladwig 3628 59<sup>th</sup> Avenue SW Seattle, Washington 98116 United States

Zebrick Roach 6525 46<sup>th</sup> Avenue NE Seattle, Washington 98115 United States

## Assignee:

Water Pik, Inc. 1730 East Prospect Rd Fort Collins, CO 80553 United States

State of Incorporation: Delaware

#### **DESIGN APPLICATION:**

 Serial Number
 29/744,441

 Filing Date
 July 29, 2020

 Attorney Docket No.
 P288270.US.01

Title: ORAL IRRIGATOR HANDLE

WHEREAS, Assignor(s) identified above (hereinafter, individually and collectively the "Assignor"), has invented and created certain new, original, ornamental/industrial design(s) for an article of manufacture (the "Design"), disclosed and described in an application for a design patent in the United States ("U.S.") filed on the filing date indicated above in the United States Patent and Trademark Office ("USPTO") and identified by the title, application number, and/or attorney docket number indicated above (the "Design Application");

WHEREAS, the Design Application was made or authorized to be made by Assignor, Assignor believes that Assignor is the original inventor or an original joint inventor of a claimed invention in the Design Application, and Assignor hereby acknowledges that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both; and

WHEREAS, Assignee, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, desires to acquire the entire right, title, and interest of Assignor in and to the Design, the Design Application and in, to, and under any and all design patents and industrial design registrations to be obtained therefor:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby expressly acknowledges, Assignor has sold, assigned, and transferred and does hereby sell, assign, and transfer to Assignee, its successors, legal representatives,

1 of 5

and assigns, the entire right, title, and interest in and to the Design, the Design Application, and all divisional, continuation, continuation-in-part, and continuing prosecution applications that claim priority thereto, and any reexamination and reissue applications thereof; all international, regional, and foreign applications, including registered Community Designs and unregistered Community Design Rights, that claim priority to, are counterparts of, or otherwise correspond thereto, including applications listed in Exhibit A; the design patent(s) in the United States and corresponding industrial design registrations and unregistered design rights in countries or regions foreign thereto, that may or shall issue or have issued therefrom; any extensions, substitutes, or renewals thereof; the right to claim priority to the filing date of the Design Application; any right, title, or interest in and to the Design and the Design Application under any international conventions; and any and all rights to collect damages for past, present, or future infringement of any U.S. or foreign patent or industrial design registration rights in the Design which may be, shall be, or have been granted (collectively "the Design Rights"); and

In the event that the Design Rights were previously subject to an assignment from Assignor to Assignee, this Assignment shall be considered a confirmatory assignment thereof; and

Assignor further authorizes Assignee, its successors, and assigns, or anyone they may properly designate, to apply for a design patent in the U.S. and corresponding design registrations in any and all foreign countries and regions, in its own name if desired, and otherwise take advantage of the provisions of any international conventions; and

Assignor hereby authorizes and requests transfer of the Design Application and any further applications, including applications listed in Exhibit A, which may be or shall have been filed under the Design Rights, to Assignee in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing design registrations or other evidence or forms of any industrial property protection issuing from the Design Application and all related applications, including applications listed in Exhibit A, to issue same to Assignee, its successors, and assigns in accordance herewith; and

Assignor hereby authorizes Assignee, its successors and assigns, or anyone they may properly designate, to insert in this instrument the application number and filing date of the Design Application, and to insert in Exhibit A the application number and filing date of any application that claims priority to, is a counterpart of, or otherwise corresponds to the Design Application, once known; and

Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Design Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Design Rights to a third party, and Assignor hereby covenants and agrees with Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations; and

Assignor agrees to disclose to Assignee any information, including, but not limited to, prior art references, that Assignor is presently aware of or becomes aware of in the future that would materially affect the patentability or registration of the Design or the Design Application or the present or future validity of the Design Rights; and

Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors, and assigns, execute such additional writings and do such additional acts as

Assignee, its successors, and assigns, may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Design Rights, including giving testimony in any proceedings or transactions involving such Design Rights, including all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned Design Rights, whether occurring before, on, or after the date of this agreement; and

This document may be executed in two or more counterparts and by facsimile, all of which shall be deemed an original, and all of which together shall constitute one and the same instrument; and

Each of the terms and conditions contained in this agreement will be deemed to be separate and severable from each other and if any one or more of the terms and conditions are determined to be invalid or unenforceable by any court of competent jurisdiction, such determination and any consequential severance will not invalidate the remainder of this agreement, which will remain in full force and effect as if such severed terms and conditions had not been made a part thereof; and

Assignor further covenants and agrees that this Assignment is effective as of July 29, 2020.

IN WITNESS WHEREOF, Assignor hereunto has executed this Assignment upon the date indicated below.

ASSIGNOR: Jeff Ladwig

	9-4-2020		ON Dadii		
		/// (signature)			
Place:	Saitte	By: <u>Jeff Ladwig</u>			
		(printed/name)			
1811	WITNESS WHERE	OF, Assignor hereunto has executed this Assignment up	on the		
date indica		or , nasignor nereutito has executed this hasilyinnerit at	NOSS RENG		
		ASSIGNOR: Zebrick Roach			
		ASSIGNOR: Zebrick Roach			
Dated:					
Dated:					
		(signature)			

Assignee, its successors, and assigns, may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Design Rights, including giving testimony in any proceedings or transactions involving such Design Rights, including all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned Design Rights, whether occurring before, on, or after the date of this agreement; and

This document may be executed in two or more counterparts and by facsimile, all of which shall be deemed an original, and all of which together shall constitute one and the same instrument; and

Each of the terms and conditions contained in this agreement will be deemed to be separate and severable from each other and if any one or more of the terms and conditions are determined to be invalid or unenforceable by any court of competent jurisdiction, such determination and any consequential severance will not invalidate the remainder of this agreement, which will remain in full force and effect as if such severed terms and conditions had not been made a part thereof; and

Assignor further covenants and agrees that this Assignment is effective as of July 29, 2020.

IN WITNESS WHEREOF, Assignor hereunto has executed this Assignment upon the date indicated below.

	ASSIGNOR:	Jeff Ladwig	
Dated:	·	(signat	ure)
Place:	Ву:	(printed r	name)

IN WITNESS WHEREOF, Assignor hereunto has executed this Assignment upon the date indicated below.

Dated: 9/4/2020 ASSIGNOR: Zebrick Roach (signature)

(printed name)

# **ACCEPTANCE OF ASSIGNMENT**

Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, Assignee, by its undersigned officer, confirms its acceptance on the date set forth below.

Water Pik, Inc.			
Dated:	September 9, 2020		Mike Rasmussen
_			(signature)
Place:	Fort Collins, CO	By:	Mike Rasmussen
_		<u> </u>	(printed name of authorized agent of assignee)
		Its:	Assistant Secretary
		•	(title)

# Exhibit A

Country/Community	Application No.	Filing Date

5 of 5

**RECORDED: 09/14/2020**