

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6364720

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FUSIONBRANDS LLC	02/28/2020
RECEIVING PARTY DATA	
Name:	FUSION BRANDS INTERNATIONAL LLC
Street Address:	25 MERRICK AVENUE, SUITE 2
City:	MERRICK
State/Country:	NEW YORK
Postal Code:	11566
PROPERTY NUMBERS Total: 30	
Property Type	Number
Application Number:	29597659
Application Number:	16292095
Application Number:	29695810
Patent Number:	7757357
Patent Number:	7754261
Patent Number:	8460729
Patent Number:	D550523
Patent Number:	D574674
Patent Number:	D600107
Patent Number:	D624351
Patent Number:	D671368
Patent Number:	D639599
Patent Number:	D662763
Patent Number:	D639115
Patent Number:	D633348
Patent Number:	D662792
Patent Number:	D667708
Patent Number:	D690565
Patent Number:	D686045
Patent Number:	D735535

Property Type	Number
Patent Number:	D710656
Patent Number:	D840746
Patent Number:	D840622
Patent Number:	D844271
Application Number:	29639968
Patent Number:	D852009
Patent Number:	D853190
Patent Number:	D739689
Patent Number:	D569714
Patent Number:	D863899

CORRESPONDENCE DATA

Fax Number:

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: 6463802463

Email: lwigder@goldbergcohen.com

Correspondent Name: LIMOR WIGDER

Address Line 1: 1350 AVENUE OF THE AMERICAS, 3RD FL.

Address Line 4: NEW YORK, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	FUSION BRANDS
NAME OF SUBMITTER:	LIMOR WIGDER
SIGNATURE:	/Limor Wigder/
DATE SIGNED:	10/23/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale"), dated as of FEB 28, 2020, is made and entered into by and between Fusionbrands, LLC, a Pennsylvania limited liability company, having an address located at P.O. Box 2166, West Chester, PA 19380, Attn: William P. Keshel, (the "Seller"); and Fusion Brands International LLC, a New York limited liability company having an address located at 20 West 33rd Street, 5th Floor, New York, NY 10001, Attn: Albert J. Kassin (the "Purchaser"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement, dated as of _____, 2020 (the "Asset Purchase Agreement"), pursuant to which Seller has agreed to sell and Purchaser has agreed to purchase the Assets on the terms and subject to the conditions set forth therein.

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, (a) Seller desires to sell, grant, assign, transfer, convey and deliver to the Purchaser, Seller's right, title and interest in, to the Assets (but expressly excluding the Excluded Assets) and (b) Purchaser desires to assume from Seller the Assumed Contracts.

NOW, THEREFORE, in consideration of the promises set forth in the Asset Purchase Agreement, performance thereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

ASSIGNMENT AND ASSUMPTION

1.1. Upon the terms and subject to the conditions set forth herein, and further subject to the terms and conditions including Seller's representations and warranties contained in the Asset Purchase Agreement, Seller hereby sells, conveys, assigns, transfers and delivers to the Purchaser, and the Purchaser hereby accepts, acquires, assumes and receives from Seller, Seller's right, title and interest in, to and under the Assets (excluding, for the avoidance of doubt, any Excluded Assets but including the Assumed Contracts).

1.2. Upon the terms and subject to the conditions set forth herein, and further subject to the terms and conditions contained in the Asset Purchase Agreement, Purchaser hereby accepts and assumes, and agrees to discharge, pay and perform when due, all liabilities assumed by Purchaser pursuant to the Asset Purchase Agreement (including the Assumed Contracts, but

excluding, for the avoidance of doubt, any and all liabilities for which Purchaser is entitled to be indemnified by Seller pursuant to Article VI of the Asset Purchase Agreement).

1.3. Nothing herein shall be deemed to alter, amend or modify any of the terms and conditions contained in the Asset Purchase Agreement.

ARTICLE II

MISCELLANEOUS

2.1. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such state without giving effect to the choice of law principles of such state that would require or permit the applicable of the laws of another jurisdiction. The Southern District of New York shall have the sole and exclusive jurisdiction to hear any disputes arising from or in connection with this Agreement or its validity. The parties hereby irrevocably accept the venue and jurisdiction of such courts.

2.2. Severability. If any provision of this Bill of Sale shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Bill of Sale shall not in any way be affected or impaired thereby and shall continue in full force and effect.

2.3. Counterparts. For the convenience of the parties hereto, this Bill of Sale may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by the parties hereto on the date first herein above written.

SELLER:

Fusionbrands, LLC

By: 

Name: William P. Kass

Title: Pres / CEO

PURCHASER:

Fusion Brands International LLC

By: _____

Name: Albert J. Kassir

Title: Chief Executive Officer

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by the parties hereto on the date first herein above written.

SELLER:

Fusionbrands, LLC

By: _____

Name:

Title:

PURCHASER:

Fusion Brands International LLC

By: _____

Name: Albert J. Kassin

Title: Chief Executive Officer

**ASSIGNMENT OF INVENTION
AND PATENT RIGHTS**

In consideration of the sum of \$100 (one hundred dollars), and other good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR:

Fusionbrands, LLC
a Pennsylvania limited liability company
having an address of
P.O. Box 2166
West Chester, PA 19380,

hereby sells, assigns, and transfers to

ASSIGNEE:

Fusion Brands International LLC
a New York limited liability company
having an address of
25 Merrick Ave, Suite 2
Merrick, NY 11566,

and to the successors, assigns and legal representatives of the ASSIGNEE,

the entire worldwide right, title, and interest, in the United States, its territorial possessions, and in all foreign countries, including all rights to claim priority, in and to all of ASSIGNOR's inventions disclosed and/or claimed in the following patent applications,

COUNTRY	TITLE	APPLN. NO.	FILING DATE
UNITED STATES	FOLDABLE STRAINER 8106	29/597,659	3/17/2017
UNITED STATES	EGG PEELER DEVICE 8126-YL	16/292,095	3/4/2019
UNITED STATES	BRUSH 8128	29/695,810	6/21/2019

and in and to all of ASSIGNOR'S inventions disclosed and/or claimed in the following patents,

COUNTRY	PATENT NO.	ISSUE DATE	TITLE
AUSTRALIA	2006340049	9/11/2006	POACH POD
AUSTRALIA	336401	7/5/2016	COOKING UTENSIL
AUSTRALIA	351,884	11/7/2013	VERSATILE COVER
AUSTRALIA	351,591	10/28/2013	DISH AND UTENSIL HOLDER
CANADA	2,645,648	10/23/2012	POACH POD
CANADA	138325	1/27/2012	UTENSIL FOR LIFTING AND PLACING A POD USED FOR POACHING EGG
CANADA	139388	9/22/2011	EGG POACHER
CHINA	ZL200680053819.8	7/17/2013	POACH POD
CHINA	ZL201310233790.3	N/A	POACH POD
EUROPEAN UNION	2,356,927	N/A	POACH POD
EUROPEAN UNION	2,213,209	2/2/2012	POACH POD
EUROPEAN UNION	1,993,416	7/6/2011	POACH POD
EUROPEAN UNION	001792201-0001	12/10/2010	POACH POD LIFT (WITH HOLE)
EUROPEAN UNION	001792201-0002	12/10/2010	POACH POD LIFT (without hole)
EUROPEAN UNION	1829326-0004	3/2/2011	STAINLESS STEEL POACH POD
EUROPEAN UNION	2290585	8/12/2013	VERSATILE COVER
UNITED STATES	7,757,357	7/20/2010	ADJUSTABLE BUNDLING DEVICE 8001-4M FoodLoop
UNITED STATES	7,754,261	7/13/2010	FOOD CONTAINMENT COOKING DEVICE PoachPod series 8004,8068
UNITED STATES	8,460,729	6/11/2013	FLEXIBLE AND FLOATING EGG COOKING APPARATUS PoachPod series
UNITED STATES	D550,523	9/11/2007	TENDERIZING DEVICE TenderPress
UNITED STATES	D574,674	8/12/2008	BUNDLING DEVICE 8001 FoodLoop
UNITED STATES	D600107	9/15/2009	CINCHING DEVICE FoodLoop Flame
UNITED STATES	D624,351	9/28/2010	FOOD POD
UNITED STATES	D671,368	11/27/2012	ATTACHABLE PEDESTAL
UNITED STATES	D639,599	6/14/2011	PAN DIVIDER FoodDam
UNITED STATES	D662,763	7/3/2012	FRUIT PREPARATION AND STORAGE UTENSIL CitrusPod
UNITED STATES	D639,115	6/7/2011	POT WITH EGG CRACKER CrackPot
UNITED STATES	D633,348	3/1/2011	EGG CRADLE
UNITED STATES	D662,792	7/3/2012	POACH POD LIFT 8029
UNITED STATES	D667,708	9/25/2012	STIRRING UTENSIL StirStik 8114
UNITED STATES	D690,565	10/1/2013	MULTI-PIECE CUTTING BOARD RoomInBoard 8054
UNITED STATES	D691,413	10/15/2013	TWO PIECE TRIVET
UNITED STATES	D686,045	7/16/2013	SPOON SPREADER 8070
UNITED STATES	D735,535	8/4/2015	VERSATILE COVER CoverBlubber 8062 series
UNITED STATES	D710,656	8/12/2014	TOOL PROP 8061
UNITED STATES	D840,746	2/19/2019	FOLDABLE SPLATTER COVER 8104
UNITED STATES	D840,622	2/12/2019	THUMB SCRAPER 8118
UNITED STATES	D844,271	3/26/2019	WAVE SPONGE 8116
UNITED STATES	29/639,968	3/9/2018	SPONGE Ecoegg PL
UNITED STATES	D852,009	6/25/2019	EGG PEELER 8126-YL
UNITED STATES	D853190	7/9/2019	ADJUSTABLE COOKING RING EggXactRing 8115-YL
UNITED STATES	D853190	7/9/2019	BERRY SLICER AND CORER PushBerry 8117
UNITED STATES	D739,689	9/29/2015	KITCHEN MEAT SHREDDER 8101-BK
UNITED STATES	D569,714	5/27/2008	COMBINED HOOK and Holder GHook 8052 series
UNITED STATES	D863,899	10/22/2019	COMBINED BUTTER HOLDER AND DISPENSER

and in and to all foreign and/or domestic patent applications filed for ASSIGNOR'S inventions disclosed and/or claimed in the above applications and patents (whether or not they claim priority to the above applications and patents), including, but not limited to, any continuation, continuation-in-part, divisional, renewal, substitute, reissue, re-examination, PCT, foreign, regional phase, and/or national phase application, and all patents (or legal equivalents) previously issued or to be issued from any of the above patent applications, including all rights to sue and recover for any and all infringements of rights in the inventions disclosed and/or claimed therein, including any infringements which may have occurred prior to the date of this assignment.

ASSIGNOR hereby covenants it has the right, power, and authority to enter into this Assignment; that it is the exclusive owner of all right, title, and interest, including all patent and/or other intellectual property rights, in those inventions, applications, patents, and legal equivalents; that no assignment, sale, agreement, or encumbrance thereof has been, or will be, made or entered into which would conflict with this assignment; that the inventions, applications, patents, and equivalents are free of any liens, security interests, encumbrances, and/or licenses, and no lien, security interest, encumbrance, assignment, sale, and/or agreement has been, or will be, made or entered into which would conflict with this assignment; to the best of ASSIGNOR's knowledge, the inventions, applications, patents, or equivalents, or use thereof where they are applied for or registered, do not infringe the rights of any person or entity; and that ASSIGNOR is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.

ASSIGNOR further covenants that ASSIGNEE will, upon ASSIGNEE's request, be promptly provided with all pertinent assistance requested by ASSIGNEE relating to said inventions, applications, patents, and legal equivalents; including, but not limited to: any and all facts and/or documents as may be known and accessible to ASSIGNOR relating to said inventions, applications, patents, and legal equivalents; and will testify as to the same in any interference, litigation, and/or proceeding related thereto; and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments, and/or affidavits required to apply for, obtain, own, maintain, issue, and/or enforce any of said inventions, applications, patents, and/or equivalents, and/or to pursue any proceedings and/or take any actions which may be necessary or desirable to obtain rights to, and/or maintain and/or enforce said inventions, applications, patents, and/or equivalents.

IN WITNESS WHEREOF, I have hereunto set hand and seal on the date set forth below.



Signature of ASSIGNOR

Name: *William P. Lehl*
Title: *Pres. CEO*