

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6574586

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PHIL LABONTY	01/14/2021
RECEIVING PARTY DATA	
Name:	CYCLEBOARD, INC.
Street Address:	2925 COLLEGE AVE, B2
City:	COSTA MESA
State/Country:	CALIFORNIA
Postal Code:	92626
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D781962
Patent Number:	D802682
Patent Number:	9610998
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:	9493072792
Email:	PHIL@CYCLEBOARD.COM
Correspondent Name:	PHIL LABONTY
Address Line 1:	2518 CARNEGIE AVE
Address Line 4:	COSTA MESA, CALIFORNIA 92626
NAME OF SUBMITTER:	PHIL LABONTY
SIGNATURE:	/PHIL LABONTY/
DATE SIGNED:	02/26/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 12	
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Patent Assignment

This patent assignment is between PHILLIP LABONTY, an individual (the "Assignor") and CYCLEBOARD, INC., a(n) Delaware Corporation (the "Assignee").

The Assignor has full right and title to the patents and patent applications listed in Exhibit A (collectively, the "Patents").

The Assignor wishes to transfer to the Assignee, and the Assignee wishes to purchase and receive from the Assignor, all of its interest in the Patents.

The parties therefore agree as follows:

1. ASSIGNMENT OF PATENTS.

The Assignor assigns to the Assignee, and the Assignee accepts the assignment of, all of the Assignor's interest in the following in the United States and its territories and throughout the world:

- (a) the Patents listed in Exhibit A;
- (b) the patent claims, all rights to prepare derivative works, goodwill, and other rights to the Patents;
- (c) all registrations, applications (including any divisions, continuations, continuations-in-part, and reissues of those applications), corresponding domestic and foreign applications, letters patents, or similar legal protections issuing on the Patents, and all rights and benefits under any applicable treaty or convention;
- (d) all income, royalties, and damages payable to the Assignor with respect to the Patents, including damages and payments for past or future infringements of the Patents; and
- (e) all rights to sue for past, present, and future infringements of the Patents.

2. CONSIDERATION.

The Assignee shall pay the Assignor a flat fee of \$0.00 as full payment for all rights granted under this

agreement. The Assignee shall complete this payment no later than 01/01/2021.

3. RECORDATION.

In order to record this assignment with the United States Patent and Trademark Office and foreign patent offices, within 72 hours of the effective date of this assignment, the parties shall sign the form of patent assignment agreement attached as Exhibit B. The Assignee is solely responsible for filing the assignment and paying any associated fees of the transfer.

4. NO EARLY ASSIGNMENT.

The Assignee shall not assign or otherwise encumber its interest in the Patents or any associated registrations until it has paid to the Assignor the full consideration provided for in this assignment. Any assignment or encumbrance contrary to this provision shall be void.

5. ASSISTANCE.

(a) **General Assistance.** As soon as is reasonably possible following a request from the Assignee, the Assignor shall provide the Assignee with a complete copy of all documentation (in any format) relating to the Patents for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted under this assignment. The Assignor shall also, on request and without further consideration:

- (1) sign any additional papers, including any separate assignments of the Patents, necessary to record the assignment in the United States;
- (2) do all other lawful acts reasonable and necessary to record the assignment in the United States; and
- (3) sign all lawful papers necessary for Assignee to retain a patent on the Patents or on any continuing or reissue applications of those Patents.

(b) **Agency.** If for any reason the Assignee is unable to obtain the assistance of the Assignor, the Assignor hereby appoints the Assignee as the Assignor's agent to act on behalf of the Assignor to take any of the steps listed in subsection (a).

6. NO LICENSE.

After the effective date of this agreement, the Assignor shall make no further use of the Patents or any patent equivalent, except as authorized by the prior written consent of the Assignee. The Assignor shall not challenge the Assignee's use or ownership, or the validity, of the Patents.

7. ASSIGNOR'S REPRESENTATIONS.

The Assignor hereby represents to the Assignee that it:

- (a) is the sole owner of all interest in the Patents;
- (b) has not transferred, exclusively licensed, or encumbered the Patents or agreed to do so;
- (c) is not aware of any violation or infringement of any third party's rights (or a claim of a violation or infringement) by the Patents;
- (d) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this assignment;
- (e) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Patents.

The Assignor shall immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this assignment inaccurate.

8. INDEMNIFICATION.

The Assignor shall indemnify the Assignee against:

- (a) any claim by a third party that the Patents or their creation, use, exploitation, assignment, importation, or sale infringes on any patent or other intellectual property;
- (b) any claim by a third party that this assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor

is a party or of which it has knowledge;

(c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of any of the Patents by the Assignor; and

(d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

9. GOVERNING LAW.

(a) **Choice of Law.** The laws of the state of California govern this agreement (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in United States County, California.

10. AMENDMENTS.

No amendment to this assignment will be effective unless it is in writing and signed by a party or its authorized representative.

11. ASSIGNMENT AND DELEGATION.

(a) **No Assignment.** Neither party may assign any of its rights under this assignment, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) **No Delegation.** Neither party may delegate any performance under this assignment, except with the prior written consent of the other party.

(c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section, it is void.

12. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) **Counterparts.** The parties may execute this assignment in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) **Electronic Signatures.** This assignment, agreements ancillary to this assignment, and related documents entered into in connection with this assignment are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

13. SEVERABILITY.

If any one or more of the provisions contained in this assignment is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this assignment, but this assignment will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this assignment to be unreasonable.

14. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this assignment shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this assignment: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Assignor:

Phillip LaBonty
2518 Carnegie Ave.

Costs Mesa, California 92626

phil@cycleboard.com

If to the Assignee:

Phillip LaBonty/CEO

2925 College Ave. Unit B2

Costs Mesa, California 92626

phil@cycleboard.com

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

15. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this assignment will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

16. ENTIRE AGREEMENT.

This assignment constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this assignment. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this assignment are expressly merged into and superseded by this assignment. The provisions of this assignment may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this assignment by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this assignment. Except as set forth expressly in this assignment, there are no conditions precedent to this

assignment's effectiveness.

17. HEADINGS.

The descriptive headings of the sections and subsections of this assignment are for convenience only, and do not affect this assignment's construction or interpretation.

18. EFFECTIVENESS.

This assignment will become effective when all parties have signed it. The date this assignment is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this assignment.

19. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this assignment contemplates or to evidence or carry out the intent and purposes of this assignment.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.


Date: 1/14/2021



Name: Phillip LaBonty

CycleBoard, Inc.

Date: 1/14/2021

By: 

Name: Phillip LaBonty
Title: CEO

EXHIBIT A


PATENTS AND APPLICATIONS

INVENTION NAM	INVENT	DATE(S) OF EXECUTI	REGISTRATION OR A	REGISTRATION
SCOOTER AND S	Phillip La	04/04/2017	15/193,597	06/27/2016
ELECTRIC SCOO	Phillip La	11/14/2017	29/553,889	02/05/2016
SCOOTER DECK	Phillip La	03/21/2017	29/553/890	02/05/2016

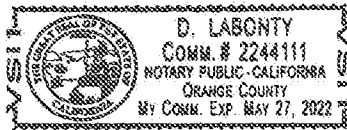
FORM OF RECORDABLE PATENT APPLICATION ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, between Phillip LaBonty, an individual (the "Assignor") and CycleBoard, Inc., a(n) Delaware Corporation (the "Assignee") all of the Assignor's interest in the Assigned Patents identified in Attachment A to this assignment, and the Assignee accepts this assignment.


Each party is signing this agreement on the date stated opposite that party's signature.

Date: 1/14/2021 
Name: Phillip LaBonty

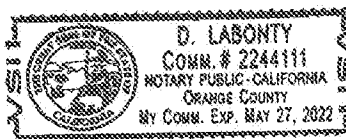
NOTARIZATION:



CycleBoard, Inc.

Date: 1/14/2021 By: 
Name: Phillip LaBonty
Title: CEO

NOTARIZATION:



ATTACHMENT A

ASSIGNED PATENTS

INVENTION NA	INVENT	**DATE(S) OF EXECUTI	REGISTRATION OR A	REGISTRATION
SCOOTER AND S	Phillip La	04/04/2017	15/193,597	06/27/2016
ELECTRIC SCOO	Phillip La	11/14/2017	29/553,889	02/05/2016
SCOOTER DECK	Phillip La	03/21/2017	29/553/890	02/05/2016

ALL-PURPOSE ACKNOWLEDGMENT

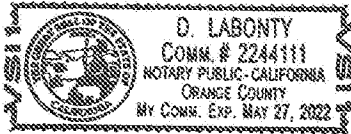
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange } SS.

On February 18, 2020, before me, D. Labonty, Notary Public,

personally appeared Phillip Labonty, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____
- PARTNER(S) _____ TITLE(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

RIGHT
THUMBPRINT
OF
SIGNER

