## 506554135 03/15/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6600914

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DANIEL RYAN CABRERA	02/09/2021
KATE ERIN RIES	02/09/2021

### **RECEIVING PARTY DATA**

Name:	BIG HEART PET, INC.,	
Street Address:	ONE STRAWBERRY LANE	
City:	ORRVILLE	
State/Country:	ОНЮ	
Postal Code:	44667	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29764529

#### **CORRESPONDENCE DATA**

**Fax Number:** (330)684-3026

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:** 3306846353

Email: LORI.MARTIN@JMSMUCKER.COM

Correspondent Name: LORI J. MARTIN

Address Line 1: ONE STRAWBERRY LANE
Address Line 4: ORRVILLE, OHIO 44667

ATTORNEY DOCKET NUMBER:	PT-312-D-0572-US2	
NAME OF SUBMITTER:	MICHAEL A. OLSHAVSKY	
SIGNATURE:	/Michael A. Olshavsky/	
DATE SIGNED:	03/15/2021	

### **Total Attachments: 4**

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PATENT 506554135 REEL: 055592 FRAME: 0663

## <u>ASSIGNMENT</u>

This Assignment is made and entered into by and between (1) Daniel Ryan Cabrera, residing at 285 Tanglewood Trail, Wadsworth, Ohio 44281, and, (2) Kate Erin Ries, residing at 13065 Lakewood Trail, Ohio 44230, (hereinafter referred to as "INVENTORS"), and Big Heart Pet, Inc., a Delaware corporation with its principal place of business at One Strawberry Lane, Orrville, Ohio 44667 (hereinafter referred to as "BIG HEART").

Whereas, INVENTORS have invented certain inventions described in a United States Design Patent Application entitled PET TREAT and identified by Attorney Docket No. PT-312-D-0572-US2, filed on December 30, 2020, and later assigned U.S. Patent Application Serial Number 29/764,529, (the "Patent Application"), which Patent Application INVENTORS have reviewed.

Whereas, BIG HEART desires to acquire the entire right, title and interest in said Patent Application and said inventions, and to any United States and foreign patents to be obtained therefore; and

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged:

1. INVENTORS hereby sells, assigns, and transfers to BIG HEART, its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the Patent Application, the inventions set forth in the Patent Application, any and all other applications for Letters Patent on said inventions in the United States and in countries foreign to the United States, including all conversion, provisional, non-provisional, divisional, renewal, extension, reexamination, substitute, continuation, continuation-in-part, reissue, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues and extension of Letters Patent granted for said inventions or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said applications and said Letters Patent.

2. BIG HEART is hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the INVENTORS or in the name of BIG HEART or otherwise as BIG HEART may deem advisable, under the International Convention or otherwise.

- 3. The Commissioner of Patents of the United States of America and the empowered officials of all other governments are hereby authorized to issue or transfer all said Letters Patent to BIG HEART in accordance herewith.
- 4. This Assignment is being made under covenant, not only that full power to make the same is had by the INVENTORS, but also that, at the time of execution of this Assignment, such assigned right is not encumbered by any grant, license, governmental restriction, or other right heretofore given.
- 5. INVENTORS agree that they will do all acts reasonably serving to assure that said inventions, patent applications and Letters Patent shall be held and enjoyed by BIG HEART as fully and entirely as the same could have been held and enjoyed by the INVENTORS if this Assignment had not been made, and particularly to execute and deliver to BIG HEART all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, lawful affidavits, and declarations in form and in substance which may be requested by BIG HEART, to furnish BIG HEART with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of conception, disclosure and reduction to practice of said inventions, and to testify in any proceedings relating to said inventions, patent applications and Letters Patent.
- 6. INVENTORS hereby requests that BIG HEART or its counsel enter or correct the filing date(s) for the afore-referenced Patent Application, enter or correct the date(s) of execution of the afore-referenced Patent Application, and enter or correct the Application Serial No. if available, prior to recording this assignment, to have the same effect as if entered prior to execution of this Assignment.

7. INVENTORS agree that this Assignment shall be construed in accordance with the laws and courts of Ohio. INVENTORS hereby also agree to submit to the jurisdiction of any Ohio court.

Signatures:

IN WITNESS WHEREOF, the undersigned has hereunto set his hand on the date set after his signature.

DANIEL RYAN CABRERA

<u>-9-2021</u> DATE

On this 9th day of February, 2021, personally appeared before me, Daniel Ryan Cabrera, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

Date: 29-2021

Notary Public

Connie Nutter
Resident Summit County
Notary Public, State of Chio
My Commission Expires:
April 21, 2024

IN WITNESS WHEREOF, the undersigned has hereunto set his hand on the date set after his signature.

KATE ERIN RIES

2-9-2021

DATE

On this <u>qth</u> day of <u>February</u>, 2021, personally appeared before me, **Kate Erin Ries**, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

Date: 2-9-2021

Notary Public

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Connie Nutter Resident Summit County Notary Public, State of Ohio My Commission Expires: April 21, 2024