

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ARTELIER STUDIO, LLC	04/30/2021
RECEIVING PARTY DATA	
Name:	BAXTER MARINE GROUP II, LLC
Street Address:	24031 SOUTH TAMIAMI TRAIL
Internal Address:	STE. 200
City:	BONITA SPRINGS
State/Country:	FLORIDA
Postal Code:	34134
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8689717
CORRESPONDENCE DATA	
Fax Number:	(410)841-5065
<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:	14102660626
Email:	jwall@hwlaw.com
Correspondent Name:	JONATHAN M. WALL
Address Line 1:	200 WESTGATE CIRCLE
Address Line 4:	ANNAPOLIS, MARYLAND 21401
NAME OF SUBMITTER:	JONATHAN M. WALL
SIGNATURE:	/Jonathan M. Wall/
DATE SIGNED:	05/21/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Agreement") is entered into and effective on this 4th day of April, 2021, between ARTELIER STUDIO, LLC, 1580 Saratoga Avenue, Ventura, California 93005 ("Artelier" and "Assignor"), and BAXTER MARINE GROUP II, LLC ("Baxter" and "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of a patent registered with the United States Patent And Trademark Office (the "USPTO"):

- a. Patent No. US 8,689,717 B2 (Emergency Repair Plug To Slow Down Water Inflow Through An Opening) (the "Patent") (Appl. No. 12/591,662). See Exhibit A, attached hereto.

WHEREAS, the Assignor desires to assign all of its rights under the aforesaid mark (the "Mark") to the Assignee, Baxter Marine Group II, LLC, a Florida limited liability company domiciled in the United States, with a principal office located at 2403 I South Tamiami Trail, Ste. 200, Bonita Springs, Florida 34134.

NOW, THEREFORE, for and in consideration of the sum of \$1.00, as well as the recitals and the agreements set forth herein, the parties hereto do hereby agree as follows:

1. The Assignor warrants that it is the sole lawful owner of the Patent; that it has the full right and authority to transfer all rights in and to said Patent; that no permission from any person other than the Assignor is necessary in order to assign the Patent to the Assignee, and; that all rights to said Patent are transferred free and clear of all liens, encumbrances and adverse claims.

2. Except for as set forth in the *Settlement Agreement, Mutual Releases and Personal Guarantee of Henry Goldman* signed and dated June 22nd, 2020, the Assignor warrants that, to the best of its knowledge, no rights of any kind have been transferred with respect to the Patent prior to this Assignment; warrants that it has not transferred or licensed any rights with respect to the Patent prior to this Assignment; warrants that the Assignor will retain no rights with respect to the Patent following this Assignment, and; warrants that the Assignor will stop using the invention referred to in the Patent (the "Invention") and will not challenge Assignee's use of the Invention.

3. The Assignor warrants that it believes that the Invention has not been taken from any third-party without authorization, or created by person or an employee of a company that has not prior hereto assigned its interests in the Invention to the Assignor; that it has no knowledge

of any claims of infringement related to the Patent, and; that it has no knowledge of any persons or entities that may be infringing upon the patent.

4. The Assignor sells, assigns and transfers its entire right, title and interest and all other rights in and to the Patent to the Assignee, including the right to file applications on said Invention(s), as well as any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made.

5. The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

6. The Assignor agrees to take such other and further steps, as reasonably necessary, to accomplish the assignment of the Patent to the Assignee.

7. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WITNESSED:

ASSIGNOR:

DATE:

ARTELIER STUDIO, LLC

[Signature]

By: Henry Goldman
Name:
Title

4/30/2021

ASSIGNEE:
BAXTER MARINE GROUP II, LLC

[Signature]

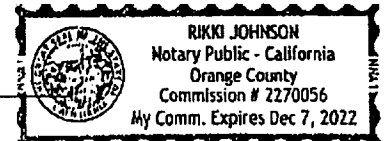
By: [Signature]
Name: Frederick Heine
Title: chairman

5/3/21

I hereby certify that on this 30 day of April, 2021, before me, the subscriber, a Notary Public in and for the State of California, personally appeared Henry Goldman, on behalf of ARTELIER STUDIO, LLC, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within Agreement, for the purposes and in the capacities herein contained.

Witness my hand and notarial seal.

[Signature]
Notary Public



My Commission expires:

I hereby certify that on this 3 day of May, 2021, before me, the subscriber, a Notary Public in and for the State of Florida, personally appeared Frederick Heine, on behalf of the Assignee, BAXTER MARINE GROUP II, LLC, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within Agreement, for the purposes and in the capacities herein contained.

Witness my hand and notarial seal.

[Signature]
Notary Public

My Commission expires: February 15, 2025

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