

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6727242

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KYLE SMITH	05/05/2021
REANNA SMITH	05/05/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JUSTBRAND LIMITED
<b>Street Address:</b>	3791 MAIN ST
<b>City:</b>	PHILADELPHIA
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19127
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8388056
<b>Patent Number:</b>	10709250
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	8562946010
<b>Email:</b>	notifications@globalipa.com
<b>Correspondent Name:</b>	DANIEL BOUDWIN
<b>Address Line 1:</b>	120 CENTER SQUARE ROAD
<b>Address Line 2:</b>	SUITE 202
<b>Address Line 4:</b>	WOOLWICH, NEW JERSEY 08085
<b>ATTORNEY DOCKET NUMBER:</b>	BRASIN.BA0001
<b>NAME OF SUBMITTER:</b>	DANIEL BOUDWIN
<b>SIGNATURE:</b>	/Daniel Boudwin/
<b>DATE SIGNED:</b>	05/25/2021
<b>Total Attachments: 5</b>	
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**PATENT**

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## PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the "Agreement"), dated April 19, 2021 (the "Execution Date"), is entered into by and between Kyle Smith and ReAnna Smith (collectively, the "Assignors") and JustBrand Limited (The Warming Store, hereinafter the "Assignee") and is effective as of April 19, 2021 (the "Effective Date").

**WHEREAS**, Assignors are the inventors and owners of United States Nonprovisional Utility Patent Serial Numbers 8,388,056 B2 and 10,709,250 B2 (collectively, the "Patents").

**WHEREAS**, Assignors have the right to convey all right, title, and interest in the Patents to Assignee.

**WHEREAS**, Assignee wishes to acquire all right, title, and interest in the Patents from Assignors.

**NOW THEREFORE**, for consideration of one dollar and for other good and valuable consideration, receipt of which is hereby acknowledged, and of the promises and mutual covenants herein contained and the applicable law, Assignors and Assignee (collectively the "Parties"), intending to be legally bound, agree as follows:

### *I. Assignment*

Assignors hereby transfer all right, title, and interest in the Patents and any patent applications that claim priority thereto, including but not limited to all United States and foreign patent applications, divisionals, continuations, continuations-in-part, substitute applications, reexaminations, extensions, and reissues thereof, to Assignee and Assignee's successors, representatives, and assigns. This transfer includes all right, title, and interest of Assignors in all causes of action and enforcement rights for the Patents, including all of Assignors' rights to pursue damages, injunctive relief, and other remedies for past, current, and future infringement of the rights granted by the Patents as of the Effective Date.

### *II. Assignors' Representations and Warranties*

- i) Assignors represent and warrant that they have legal right and authority, as the owners and inventors, to execute this Agreement and to validly assign the entire interest in the Patents to the Assignee.
- ii) Assignors represent and warrant that they has not executed any other agreement, including an assignment or a license, that would conflict with the terms of this Agreement, nor shall they execute any such agreement in the future.

iii) Assignors represent and warrant that the Patents were filed in good faith as to their novelty. Assignors make no representations or warranties of the validity or enforceability of the Patents after the Execution Date of this Agreement.

iv) Assignors represent and warrant that, to their knowledge, there is currently no pending claim by a third party against Assignors regarding the Patents.

### III. *Mutual Representations and Warranties*

i) Each of the Parties has the complete and unrestricted power and right to enter into this Agreement and to perform their obligations hereunder.

ii) The execution, delivery, and performance of this Agreement by the Parties does not conflict with any agreement, instrument, or understanding, whether oral or written, to which the Parties are a party or by which one of the Parties may be bound, nor violate any law or regulation of any court, governmental body, or administrative or other agency having authority over the Parties.

### IV. *Disclaimer of Other Warranties*

All representations and warranties, whether express or implied, except those as set forth in Article II and Article III, are specifically disclaimed.

### V. *Assignee's Duties*

i) Assignee assumes all duties and obligations with respect to the Patents and shall be solely responsible for all fees associated with the Patents, including fees from continuing prosecution, maintenance fees, and attorney's fees, arising from the perfection of title, right, and interest in the Patents after the Execution Date.

ii) Assignee shall be solely responsible for all legal expenses arising from enforcing and defending the rights granted by the Patents.

iii) Assignee indemnifies the Assignors from any and all claims, actions, judgments, liabilities, proceedings, and costs arising from Assignee's performance of the Agreement.

### VI. *Assignors' Duties*

i) Assignors agree to execute all papers and perform all lawful acts, at Assignee's expense, as may be reasonably necessary for Assignee to maintain and perfect title to the Patents.

ii) Assignors agree to execute all papers and perform all lawful acts, at Assignee's expense, as may be reasonably necessary for Assignee to file additional patent applications and further protections as deemed necessary by the Assignee.

iii) Assignors agree to cooperate with any subsequent re-examination or otherwise continued prosecution of the Patents, including the prosecution of any foreign counterparts of the Patents.

VII. *Status of the Patents*

Assignee acknowledges that any finding that the Patents are invalid or unenforceable after the Effective Date does not give rise to a cause of action against the Assignors.

VIII. *Severability*

If any portion of this Agreement is found to be invalid or unenforceable, for any reason, the remainder of the Agreement shall still be fully enforceable and effective.

IX. *Governing Law*

This Agreement shall be construed in accordance with, and governed by, the federal laws of the United States of America and the state laws of Pennsylvania.

X. *Entire Agreement*

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, including any letter of intent. No oral agreement or explanation by either party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in writing and signed by the Parties or authorized representatives of the Parties.

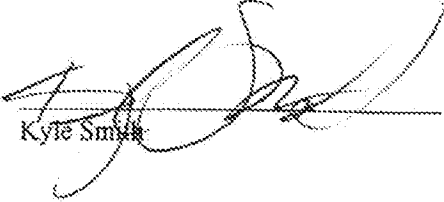
XI. *Headings*

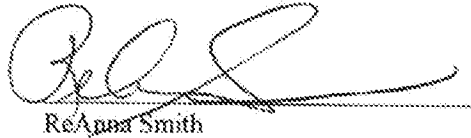
The headings for the Articles are intended only for the purpose of reference and convenience and shall not affect the scope, meaning, or intent of any of the provisions of this Agreement, nor shall such headings be given any legal effect.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the Assignors and the Assignee have executed this Assignment Agreement effective as of the date set forth in the introductory paragraph above.

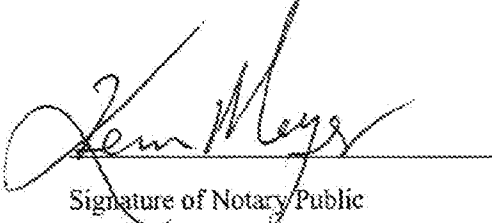
ASSIGNORS

  
\_\_\_\_\_  
Kyle Smith

  
\_\_\_\_\_  
ReAnna Smith

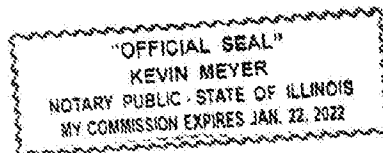
I, the undersigned, a Notary Public in the United States, DO HEREBY CERTIFY THAT Kyle Smith and Reanna Smith personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Kyle Smith and Reanna Smith signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5 day of May, 2021.

  
\_\_\_\_\_  
Signature of Notary Public

(Seal)

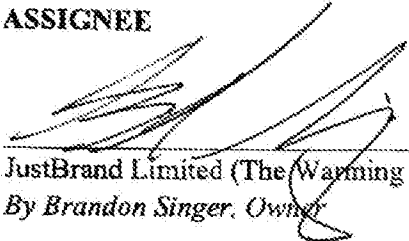
Kevin Meyer  
\_\_\_\_\_  
Printed Name of Notary



My commission expires on 1-22, 2022

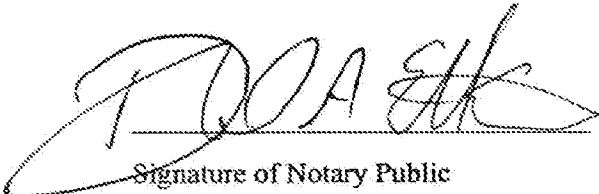
IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment Agreement effective as of the date set forth in the introductory paragraph above.

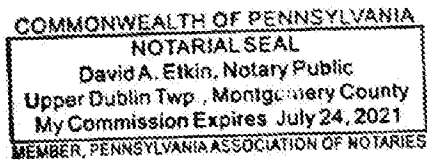
ASSIGNEE

  
JustBrand Limited (The Warming Store)  
By Brandon Singer, Owner

I, the undersigned, a Notary Public in the United States, DO HEREBY CERTIFY THAT Brandon Singer personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Brandon Singer signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11 day of May, 2021.

  
Signature of Notary Public



(Seal)

DAVID A. ETKIN

Printed Name of Notary

My commission expires on 7/24, 2021