## 506762947 07/13/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6809764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DONALD MITCHELL HALPERN	07/13/2021

### **RECEIVING PARTY DATA**

Name:	ENTREPRISES NOLK INC.
Street Address:	1127 RUE MARIE-VICTORIN
City:	SAINT-BRUNO-DE-MONTARVILLE, QUEBEC
State/Country:	CANADA
Postal Code:	J3V 0B3

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

Property Type	Number
Patent Number:	D907027

### **CORRESPONDENCE DATA**

**Fax Number:** (602)382-6070

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:** 602 382-6000

Email: IPDOCKET@swlaw.com

Correspondent Name: SNELL & WILMER L.L.P. (MAIN)

Address Line 1: 400 EAST VAN BUREN
Address Line 2: ONE ARIZONA CENTER
Address Line 4: PHOENIX, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	80945.06800
NAME OF SUBMITTER:	HOWARD SOBELMAN
SIGNATURE:	/hs/
DATE SIGNED:	07/13/2021

### **Total Attachments: 4**

source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif

PATENT 506762947 REEL: 056837 FRAME: 0457

#### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Assignment"), dated July 1, 2021, is entered into by and between DONALD MITCHELL HALPERN ("Assignor"), residing at 17 w. Third Ave. #213, Columbus, OH 43201 and ENTREPRISES NOLK INC., a Quebec corporation ("Assignee"), with a principal place of business at 1127 rue Marie-Victorin, Saint-Bruno-de-Montarville (Quebec) J3V 0B3 Canada, each individually referred to as a "Party" and collectively referred to as the "Parties".

#### RECITALS

WHEREAS, Assignor is the owner of the registered United States Design Patent listed on Schedule 1, attached hereto (the "Assigned Patent").

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Assigned Patent and the goodwill accrued in connection and associated therewith.

**Now, Therefore**, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Patent and all non-provisional, extensions, divisionals, continuations, renewals and reissues thereof, and all rights of priority under International Conventions and application for Letters Patent which may hereafter be filed for said design and Assigned Patent in any country or countries foreign to the United States, and all Letters Patent which may be granted for said design and Assigned Patent in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof; and including all rights to publish cautionary notices reserving ownership of the said design and Assigned Patent and all rights to register the said design and Assigned Patent in appropriate registries and the exclusive right to enforce the Assigned Patent in the United States and throughout the world in the sole name of Assignee, its successors and assigns. I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as foresaid, to issue all Letters Patent for said design and Assigned Patent to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. <u>Representation and Warranty by Assignor</u>. Assignor hereby represents and warrants to Assignee that Assignor has the full right, title and interest to assign, transfer, convey, and set over the entire rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

PATENT REEL: 056837 FRAME: 0458

- Section 3. <u>Covenant by Assignor.</u> Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee's title in, to and under the Assigned Patent.
- Section 4. <u>Counterparts</u>. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.
- Section 5. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Quebec.
- Section 6. <u>Entire Agreement</u>. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.
- Section 7. <u>Language</u>. The Parties acknowledge that they have required that this Agreement and all related documents be drawn up in English. *Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

[SIGNATURE PAGE FOLLOWS]

PATENT REEL: 056837 FRAME: 0459 **IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

Donald M. Halpern

222FECT55557444

DONALD MITHCELL HALPERN

ENTREPRISES NOLK INC.

By: Alexandre Renaud

Name: A78 xandre Renaud

Title: CEO

PATENT REEL: 056837 FRAME: 0460

# SCHEDULE 1

# **Assigned Patent**

United States Design Patent, Patent no. US D907,027 S, Date of Patent Jan. 5, 2021 (Magnetic Phone Mount)

320099.00015/113292823.1 PATENT
RECORDED: 07/13/2021 REEL: 056837 FRAME: 0461