506883858 09/22/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6930679

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name           | Execution Date |
|----------------|----------------|
| GUSTAVO MONICO | 09/04/2021     |

### **RECEIVING PARTY DATA**

| Name:           | DSAGA FOOD & PACKAGING PRODUCTS LLC |  |
|-----------------|-------------------------------------|--|
| Street Address: | 19102 LAURA LANE                    |  |
| City:           | YORBA LINDA                         |  |
| State/Country:  | CALIFORNIA                          |  |
| Postal Code:    | 92886                               |  |

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

| Property Type       | Number   |  |
|---------------------|----------|--|
| Application Number: | 16931356 |  |

### **CORRESPONDENCE DATA**

**Fax Number:** (949)943-8358

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:** 9499438300

Email: tlightman@fishiplaw.com

Correspondent Name: FISH IP LAW, LLP

Address Line 1: 2603 MAIN STREET, SUITE 1000 Address Line 4: IRVINE, CALIFORNIA 92614

| ATTORNEY DOCKET NUMBER: | 103540.0001US1        |  |
|-------------------------|-----------------------|--|
| NAME OF SUBMITTER:      | STEVEN R. CASTANEDA   |  |
| SIGNATURE:              | /Steven R. Castaneda/ |  |
| DATE SIGNED:            | 09/22/2021            |  |

## **Total Attachments: 2**

source=Assignment-DSAGA-1US1-Signed#page1.tif source=Assignment-DSAGA-1US1-Signed#page2.tif

PATENT 506883858 REEL: 057567 FRAME: 0883

### **ASSIGNMENT**

WHEREAS, I, the undersigned, Gustavo Monico, an individual residing in Yorba Linda, California (referred to as "ASSIGNOR") have invented "Prone Position Pillow System", for which an application for patent has been filed in the United States, Application Serial No. 16/931356, filed July 16, 2020, which together with related experimental data, trade secret, and other know-how are collectively referred to as the "INVENTION";

WHEREAS, DSAGA Food & Packaging Products LLC, a limited liability corporation having its principal place of business at 19102 Laura Lane, Yorba Linda, California 92886 (referred to as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under the INVENTION, and in, to and under all patents and any similar legal protections based on the INVENTION to be, or having been, obtained therefor in the United States of America, its territorial possessions, and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which ASSIGNOR hereby acknowledged, ASSIGNOR hereby assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns, the entire right, title and interest in and to (1) the INVENTION, and to (2) all patents, patent applications, and similar legal protections based on the INVENTION, not only in the United States and its territorial possessions, but in all countries foreign thereto, including any continuations, continuation-in-parts, divisionals, renewals, substitutes, reissues or reexaminations thereof or any legal equivalents thereof in a foreign country for the full term or terms for which the same may be granted, and including all priority rights under any International Convention, and to (3) the right to sue for past infringement of the INVENTION;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to the INVENTION, including all patent applications, patents, and legal equivalents in foreign countries based on the INVENTION as may be known and accessible to ASSIGNOR, and will testify as to the same in any administrative proceeding or litigation related thereto, and will promptly execute and deliver to ASSIGNEE, or its legal representatives, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the INVENTION, including all patents, patent applications, and similar legal protections based on the INVENTION, not only in the United States and its territorial possessions, but in all countries foreign thereto.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

1

ASSIGNOR acknowledges that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any patent application or other administrative or legal proceeding involving the INVENTION and ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE.

This assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

### **EXECUTED** on behalf of ASSIGNOR at:

| Yorba Linda, California       | , this 4th | day of September     | , 2021               |
|-------------------------------|------------|----------------------|----------------------|
| City, State                   |            | Mon                  |                      |
| By: Jus Monico Gustavo Monico |            |                      |                      |
| EXECUTED on behalf of ASSIGN  | `          |                      | ŕ                    |
| Yorba Linda, California       | , this 4th | day of September Mon | , 20 <mark>21</mark> |
| City, State                   |            | Mon                  | ith Year             |
| By: Silvia Monico             |            |                      |                      |
| Name: Silvia Monico           |            |                      |                      |
| Name.                         |            |                      |                      |