

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7015205

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TONI SPERRY	10/18/2021
JOHN PULEO	10/27/2021
RHEA DAVENPORT	10/21/2021
RECEIVING PARTY DATA	
Name:	POD FARMS, LLC
Street Address:	5523 OLD BUNCOMBE ROAD
City:	GREENVILLE
State/Country:	SOUTH CAROLINA
Postal Code:	29609
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17522322
CORRESPONDENCE DATA	
Fax Number:	
<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:	864-990-3672
Email:	patents@Patentfsi.com
Correspondent Name:	PATENT FILING SPECIALIST INC.
Address Line 1:	16 WELLINGTON AVE.
Address Line 4:	GREENVILLE, UNITED STATES 29609
ATTORNEY DOCKET NUMBER:	19004.0001.CIP
NAME OF SUBMITTER:	KIRK A. WILSON
SIGNATURE:	/Kirk A. Wilson/
DATE SIGNED:	11/09/2021
Total Attachments: 9	
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PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 18th day of October, 2021, by and between Toni Sperry (the "Assignor"), having its primary place of business at 336 Sheliah Ct., Blacksburg, VA 24060 and Pod Farm, LLC a South Carolina limited liability company (the "Assignee") having its primary place of business at 5523 Old Buncombe Rd., Greenville, SC 29609 (collectively the "Parties").

WHEREAS, Assignee has invented Grow Cups for Hydroponic Growing Systems (the "Invention"), and is considering filing a United States Letters Patent Application for said invention, (the "Patent"), (the "Patent Application").

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. *Payment.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of One Dollars \$1.00, the receipt of which the Assignor hereby acknowledges.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
4. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.

5. **Further Actions.** Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
6. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of South Carolina, without regard to conflicts of law principles.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

Toni Sperry
336 Sheliah Ct.
Blackburg, VA 24060

If to Assignee:

Attn: Toni Sperry
Pod Farms, LLC
5523 Old Bunombe Rd.
Greenville, South Carolina 29609

10. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

ASSIGNEE

Toni Sperry
Signature
Toni Sperry
Print Name

Toni Sperry
Signature
Toni Sperry
Print Name

Virginia
State of ~~South Carolina~~)
Montgomery
County of ~~Greenville~~)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTIFY THAT Toni Sperry 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 Toni Sperry signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

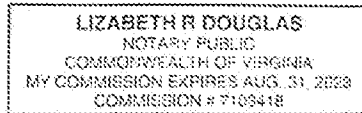
Given under my hand and notarial seal, this 18 day of October, 2021.

Lizbeth R Douglas
Signature of Notary Public

(Seal)

Lizbeth R. Douglas
Printed Name of Notary

My commission expires on 8/31, 2023.



PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 27 day of October, 2021, by and between John Puleo (the "Assignor"), having its primary place of business at 5523 Old Buncombe Rd., Greenville, SC 29609 and Pod Farms, LLC a South Carolina limited liability company (the "Assignee") having its primary place of business at 5523 Old Buncombe Rd., Greenville, SC 29609 (collectively the "Parties").

WHEREAS, Assignee has invented Grow Cups for Hydroponic Growing Systems (the "Invention"), and is considering filing a United States Letters Patent Application for said invention, (the "Patent"), (the "Patent Application").

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. *Payment.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of One Dollars \$1.00, the receipt of which the Assignor hereby acknowledges.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
4. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.

5. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of South Carolina, without regard to conflicts of law principles.
7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

John Puleo
5523 Old Buncombe Rd.
Greenville, SC 29609

If to Assignee:

Attn: Toni Sperry
Pod Farms, LLC
5523 Old Buncombe Rd.
Greenville, South Carolina 29609

10. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

ASSIGNEE

John Puleo
Signature
John Puleo
Print Name

Toni Sperry
Signature
Toni Sperry
Print Name

State of South Carolina)
)
County of Greenville)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTIFY THAT John Puleo 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 John Puleo signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

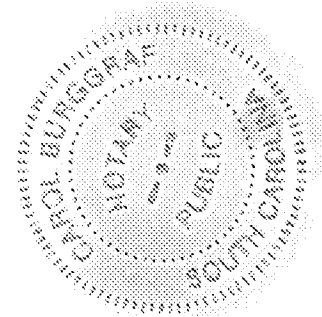
Given under my hand and notarial seal, this 27 day of October, 2021.

Carol Burggraf
Signature of Notary Public

(Seal)

CAROL BURGGRAF
Printed Name of Notary

My commission expires on 03-22, 2028.



PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 21 day of October, 2021, by and between Rhea Davenport (the "Assignor"), having its primary place of business at 3310 W. 13th St., Apt. 205, Greeley, CO 80634 and Pod Farms, LLC a South Carolina limited liability company (the "Assignee") having its primary place of business at 5523 Old Buncombe Rd., Greenville, SC 29609 (collectively the "Parties").

WHEREAS, Assignee has invented Grow Cups for Hydroponic Growing Systems (the "Invention"), and is considering filing a United States Letters Patent Application for said invention, (the "Patent"), (the "Patent Application").

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. *Payment.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of One Dollars \$1.00, the receipt of which the Assignor hereby acknowledges.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
4. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.

5. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
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9. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

Rhea Davenport
3310 W. 13th St., Apt. 205
Greeley, CO 80634

If to Assignee:

Attn: Toni Sperry
Pod Farms, LLC
5523 Old Bunombe Rd.
Greenville, South Carolina 29609

10. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

[Signature]
Signature
Rhea Davenport
Print Name

ASSIGNEE

[Signature]
Signature
Toni Sperry
Print Name

State of ~~South Carolina~~ Colorado
County of ~~Greenville~~ Weld

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rhea Davenport 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 Rhea Davenport 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 21st day of October, 2021.

[Signature]
Signature of Notary Public

(Seal)

Caitlyn Breann Harrison
Printed Name of Notary

CAITLYN BREANN HARRISON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184031248
MY COMMISSION EXPIRES AUGUST 08, 2022

My commission expires on August 8, 2022.