507035456 12/20/2021

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ERNIE KATRIS	11/30/2021
BRAD L. MIHLBAUER	11/30/2021

### **RECEIVING PARTY DATA**

Name:	CENTRAL GARDEN & PET COMPANY	
Street Address:	1340 TREAT BLVD., SUITE 600	
City:	WALNUT CREEK	
State/Country:	CALIFORNIA	
Postal Code:	94597	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29733647

### **CORRESPONDENCE DATA**

Fax Number:

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:** 2628531628

Email: tomotterlee@gmail.com
Correspondent Name: THOMAS OTTERLEE

Address Line 1: 3568 OVERCUP OAK DRIVE Address Line 4: OVIEDO, FLORIDA 32766

ATTORNEY DOCKET NUMBER:	GPC-004
NAME OF SUBMITTER:	THOMAS J. OTTERLEE
SIGNATURE:	/Thomas J. Otterlee/
DATE SIGNED:	12/20/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 4** 

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> PATENT REEL: 058427 FRAME: 0751

507035456

## ASSIGNMENT

Whereas, Emie Katris (the "Assignor") an individual having a place of residence at 5401 W. Oakwood Park Dr., Franklin, WI 53132, is a joint inventor/owner of the entire right, title and interest in, and to United States Letters Patent Application Serial No. 29/733,647 entitled "AQUARIUM SPOUT," and of the invention described therein; and

Whereas, Central Garden & Pet Company, (the "Company") a company organized and existing under the laws of the State of Delaware, United States of America, and having a place of business at 1340 Treat Blvd., Suite 600, Walnut Creek, CA 94597, is desirous of obtaining the entire right, title, and interest in, to and under such patent applications, and such invention.

Now, therefore, in exchange for good and valuable consideration, the receipt and value of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, and set over, unto Company, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the invention, including the right to sue for past infringement, and all patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which have already been and which may hereafter be filed for the invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the paten under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement of the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and

Assignor Hereby authorizes and requests the Commissioner of Patents and Trademarks of

PATENT REEL: 058427 FRAME: 0752 the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents, to issue said patents to Company, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

Assignor Hereby covenants and agrees that it has the full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith; and

Assignor Hereby further covenants and agrees that Assignor will communicate to Company, its successors, legal representatives and assigns, any material facts known to Assignor respecting the invention, and generally do everything possible to aid the Company, its successors, legal representatives and assigns, to obtain and enforce proper protection for the invention in all countries.

IN WITNESS AND IN TESTIMONY WHEREOF, I, hereunto set my hand and seal.

Emie Katris

Date

## ASSIGNMENT

Whereas, Brad L. Mihlbauer (the "Assignor") an individual having a place of residence at S91W32092 Leah Way, Mukwonago, WI 53149, is a joint inventor/owner of the entire right, title and interest in, and to United States Letters Patent Application Serial No. 29/733,647 entitled "AQUARIUM SPOUT," and of the invention described therein; and

Whereas, Central Garden & Pet Company, (the "Company") a company organized and existing under the laws of the State of Delaware, United States of America, and having a place of business at 1340 Treat Blvd., Suite 600, Walnut Creek, CA 94597, is desirous of obtaining the entire right, title, and interest in, to and under such patent applications, and such invention.

Now, therefore, in exchange for good and valuable consideration, the receipt and value of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, and set over, unto Company, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the invention, including the right to sue for past infringement, and all patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which have already been and which may hereafter be filed for the invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the paten under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement of the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and

Assignor Hereby authorizes and requests the Commissioner of Patents and Trademarks of

PATENT REEL: 058427 FRAME: 0754 the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents, to issue said patents to Company, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

Assignor Hereby covenants and agrees that it has the full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith; and

Assignor Hereby further covenants and agrees that Assignor will communicate to Company, its successors, legal representatives and assigns, any material facts known to Assignor respecting the invention, and generally do everything possible to aid the Company, its successors, legal representatives and assigns, to obtain and enforce proper protection for the invention in all countries.

IN WITNESS AND IN TESTIMONY WHEREOF, I, hereunto set my hand and seal.

Brad L. Mihlbauer

Date

PATENT REEL: 058427 FRAME: 0755

**RECORDED: 12/20/2021**