

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7086277

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the SIGNATURE PAGE previously recorded on Reel 058144 Frame 0224. Assignor(s) hereby confirms the ASSIGNMENT OF ALL RIGHT, TITLE AND INTEREST IN AND TO US PATENT NO 10,582,802.	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ENHANCE PRODUCT DEVELOPMENT, INC.	10/01/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TY CASWELL	
<b>Street Address:</b>	10522 266TH AVE NW	
<b>City:</b>	ZIMMERMAN	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55398	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	10582802	
<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>	612-285-3336	
<b>Email:</b>	greg.geiser@gutweinlaw.com	
<b>Correspondent Name:</b>	GREG GEISER	
<b>Address Line 1:</b>	225 S 6TH ST STE 3900	
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402	
<b>ATTORNEY DOCKET NUMBER:</b>	19175.002	
<b>NAME OF SUBMITTER:</b>	GREG GEISER	
<b>SIGNATURE:</b>	/Greg Geiser/	
<b>DATE SIGNED:</b>	12/21/2021	
<b>Total Attachments: 5</b>		
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## AMENDED AND RESTATED ASSIGNMENT AND TERMINATION AGREEMENT

THIS AMENDED AND RESTATED ASSIGNMENT AND TERMINATION AGREEMENT (the "Agreement") is dated as of October 1, 2021 (the "Effective Date") and is between ENHANCE PRODUCT DEVELOPMENT, INC., a Minnesota corporation ("EPD"), and TY CASWELL, an individual ("Caswell").

EPD and Caswell are parties to an Assignment and Termination Agreement dated as of October 1, 2021 (the "Prior Agreement"). The parties wish by this Agreement to amend and restate the Prior Agreement in its entirety and to set forth the terms and conditions under which (i) EPD will assign to Caswell all right, title and interest in and to the HOVER COVER® brand microwave oven splatter cover (the "Product") and all associated intellectual property and (ii) the parties will terminate that certain Exclusive License Agreement between them dated as of July 29, 2016 (the "EPD-Caswell License Agreement"). Accordingly, in consideration of the mutual promises and undertakings set forth in this Agreement, and intending to be legally bound, the parties agree as follows:

### 1. Assignment

(a) Assignment of Rights in Product and Associated Intellectual Property. Subject to the terms and conditions of this Agreement, EPD hereby assigns to Caswell all of EPD's right, title and interest in and to the Product and all associated intellectual property of every kind, including, without limitation: (i) US Patent No. 10,582,802, (ii) the trademark HOVER COVER®, and (iii) US Trademark Registration No. 5381645 (collectively, the "Hover Cover Assets").

(b) Disclaimer of Warranties. THE ASSIGNMENT OF EPD'S INTERESTS IN THE HOVER COVER ASSETS EFFECTED BY THIS AGREEMENT SHALL BE ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. TO THAT END, EPD EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, BOTH IN FACT AND BY OPERATION OF LAW (STATUTORY AND OTHERWISE) CONCERNING THE HOVER COVER ASSETS. IN PARTICULAR, AND WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, EPD EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES (I) OF TITLE; (II) OF NONINFRINGEMENT; (III) OF MERCHANTABILITY; (IV) OF FITNESS FOR A PARTICULAR PURPOSE; (V) THAT THE ASSETS AND INTERESTS ASSIGNED TO CASWELL PURSUANT TO THIS AGREEMENT ARE FREE OF THE RIGHTFUL CLAIMS OF THIRD PARTIES; (VI) THAT THE ASSIGNMENT OF SUCH ASSETS AND INTERESTS WILL NOT UNREASONABLY EXPOSE CASWELL TO LITIGATION BECAUSE OF ANY COLORABLE THIRD-PARTY CLAIM TO OR INTEREST IN SUCH ASSETS AND INTERESTS; AND (VII) THAT SUCH ASSETS AND INTERESTS ARE FREE FROM ALL LIENS AND ENCUMBRANCES.

2. Termination of EPD-Caswell License Agreement. Subject to the terms and conditions of this Agreement, the EPD-Caswell License Agreement shall be deemed terminated by mutual consent as of the Effective Date. Neither party shall have any further rights or obligations under the EPD-Caswell License Agreement except for those of its provisions which expressly survive its termination.

### 3. Indemnification

(a) Generally. Caswell shall defend, indemnify, and hold harmless EPD, its affiliates and their respective officers, directors, shareholders, members, employees, licensees, agents, successors, and assigns from and against all Liabilities (as defined in Section 3(b)) arising in connection with or resulting from (i) the exploitation or use of the Hover Cover Assets; (ii) the manufacturing, marketing, sale, distribution, handling, storage, shipment or use of the Product or any other merchandise associated in any way with any of the Hover Cover Assets (including, without limitation, Liabilities arising from personal injuries and property damage); (iii) the infringement (or alleged infringement) of any third-party proprietary rights as a consequence of the manufacturing, marketing, sale, distribution, handling, storage, shipment or use of the Product or any other merchandise associated with any of the Hover Cover Assets, (iv) the display or dissemination of any promotional materials for the Product or any other merchandise associated in any way with any of the Hover Cover Assets (including, without limitation, Liabilities arising from any violation or alleged violation of

Advertising Law); or (v) Caswell's breach of any of his representations, warranties, covenants, obligations, agreements or duties under this Agreement or negligence, recklessness or intentional misconduct.

(b) "Liabilities" Defined For purposes of this Agreement, "Liabilities" shall mean all claims of third parties and liabilities and expenses incurred in connection with such claims (whether or not in connection with proceedings before a court, arbitration panel, administrative agency, hearing examiner, or other tribunal), including, without limitation, damages (whether direct, consequential, incidental, special, or punitive), judgments, awards, fines, penalties, settlements, investigations, costs, and attorneys' fees and disbursements.

(c) Procedure. Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this Section 3, each indemnitee shall give written notice of such matter to Caswell. The indemnitee shall cooperate with Caswell in the negotiation, compromise and defense of any such matter. Except as otherwise expressly provided in this Section 3(c), Caswell shall be in charge of and control such negotiations, compromise and defense, shall have the right to select counsel for such purpose, and shall promptly notify the indemnitee of all developments in the matter. Without releasing any liability, obligation, or undertaking of Caswell, the indemnitee may, at its sole discretion and expense, participate in any such proceedings through counsel of its own choosing. Caswell may not, without the prior written consent of the indemnitee, enter into any compromise or settlement of any such matter the terms of which (i) are not confidential, (ii) in any way admit the indemnitee's liability, or (iii) require the indemnitee to take or refrain from taking any action or make any payment, and the indemnitee shall not be bound by any such compromise or settlement absent its prior consent. In any case in which Caswell fails or refuses to assume the defense of any matter as to which its indemnity obligations apply (whether or not litigation has formally been instituted), the indemnitee may assume such defense, and Caswell shall be responsible for any compromise or settlement of such matter reached by the indemnitee and all attendant Liabilities.

4. Mutual Representations and Warranties. Each party represents and warrants to the other as follows:

(a) Power and Authorization. It has all requisite power and authority to enter into and perform its obligations under this Agreement and has duly authorized by all necessary action the execution and delivery of this Agreement by the officer or individual who has signed it on its behalf.

(b) No Conflict. Its execution and delivery of this Agreement and the performance of its obligations under this Agreement, do not and will not conflict with or result in a breach of or a default under its organizational instruments or any other agreement, instrument, order, law or regulation applicable to it or by which it may be bound.

(c) Enforceability. This Agreement has been duly and validly executed and delivered by it and constitutes its valid and legally binding obligation, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights and except as enforcement is subject to general equitable principles.

5. Miscellaneous.

(a) Notices. All notices, requests, instructions, consents and other communications to be given pursuant to this Agreement shall be in writing and shall be delivered either in person or by U.S. Postal Service or reliable overnight courier service. Notices may also be transmitted by electronic mail, provided that proper arrangements are made in advance to facilitate such communications and provide for their security and verification. Notices shall be sent to the following addresses:

If to EPD:  
Enhance Product Development, Inc.  
11180 Zealand Ave. N.  
Minneapolis, MN 55316-3594  
Attn: Trevor Lambert  
E-mail: tlam@enhancepd.com

If to Caswell:  
Ty Caswell  
10522 266<sup>th</sup> Ave NW  
Zimmerman, MN 55398  
E-mail: iamstartups@gmail.com

Each party may by written notice given to the other(s) in accordance with this Agreement change the address to which notices to such party are to be delivered. Notices shall be deemed received (i) on the same day if delivered in person or by same-day courier or electronic mail, (ii) on the next business day if delivered by overnight mail or courier, or (iii) on the date indicated on the return receipt, or if there is no such receipt, on the seventh business day if delivered by postal service, postage prepaid.

(b) Entire Agreement. This Agreement contains the complete, entire and exclusive statement of the parties' understanding with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between them with respect to such subject matter (including, without limitation, the Prior Agreement). Each party has executed this Agreement without reliance upon any promise, representation or warranty other than those expressly set forth in this Agreement.

(c) Amendment. No amendment of this Agreement shall be effective unless embodied in a written instrument executed by all of the parties.

(d) Waiver of Breach. The failure of any party at any time to enforce any of the provisions of this Agreement shall not be deemed or construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any of its provisions or the right of any party to thereafter enforce each and every provision of this Agreement. No waiver of any breach of any of the provisions of this Agreement shall be effective unless set forth in a written instrument executed by the party against whom or which enforcement of such waiver is sought, and no waiver of any such breach shall be construed or deemed to be a waiver of any other or subsequent breach.

(e) Assignment. Neither party may assign or subcontract this Agreement or any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party or parties, and any such attempted assignment without prior written consent shall be void and ineffective. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

(f) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota without regard to the conflict of laws principles of that or any other jurisdiction. Moreover, such laws shall govern exclusively in all disputes between the parties, whether arising in connection with this Agreement or alleged extracontractual matters occurring before, during, or after this Agreement, regardless of the underlying legal basis (including, without limitation, claims involving fraud, misrepresentation, negligence, and any other alleged tort). The sole and exclusive venue for all disputes arising out of or relating in any way to this Agreement shall be the United States District Court for the District of Minnesota and the Minnesota District Court for the Fourth Judicial District. The parties consent to the personal jurisdiction and venue of such courts and further consent that any process, notice of motion or other application to either such court or a judge thereof may be served outside the State of Minnesota by registered or certified mail or by personal service, provided that a reasonable time for appearance is allowed.

(g) Severability. All of the provisions of this Agreement are intended to be distinct and severable. If any provision of this Agreement is or is declared to be invalid or unenforceable in any jurisdiction, it shall be ineffective in such jurisdiction only to the extent of such invalidity or unenforceability. Such invalidity or unenforceability shall not affect either the balance of such provision, to the extent it is not invalid or unenforceable, or the remaining provisions of this Agreement, nor render invalid or unenforceable such provision in any other jurisdiction.

(h) Survival. The following provisions shall survive the termination of this Agreement: Sections 3 and 5.

(i) Interpretation and Construction. This Agreement has been fully and freely negotiated by the parties, shall be considered as having been drafted jointly by the parties, and shall be interpreted and construed as if so drafted, without construction in favor of or against any party on account of its participation in its drafting.

(j) Headings. The headings of sections and subsections have been included for convenience only and shall not be considered in interpreting this Agreement.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Agreement. This Agreement may be executed and delivered electronically (including, without limitation, by means of an electronic service such as DocuSign or e-mail exchange of executed PDF reproductions of this Agreement) with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another. The parties may not dispute the validity of this Agreement on grounds of it having been executed electronically.

(l) Further Actions. Each party shall, without further consideration, execute and deliver such additional documents and instruments and perform all such other and further actions as may be necessary or reasonably requested in order to carry out the purposes and intents of this Agreement.

(m) Signature Authority. Each signatory to this Agreement has signature authority and has been duly authorized to execute this Agreement on behalf of the party designated below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

ENHANCE PRODUCT DEVELOPMENT, INC.

By: \_\_\_\_\_

Trevor Lambert, President

By: \_\_\_\_\_

Ty Caswell

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7030405

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ENHANCE PRODUCT DEVELOPMENT, INC	10/01/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CASWELL PRODUCTS, LLC	
<b>Street Address:</b>	10522 266TH AVE NW	
<b>City:</b>	ZIMMERMAN	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55398	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	10582802
<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>	6122215450	
<b>Email:</b>	iamstartups@gmail.com	
<b>Correspondent Name:</b>	TY CASWELL	
<b>Address Line 1:</b>	10522 266TH AVENUE NORTHWEST	
<b>Address Line 4:</b>	ZIMMERMAN, MINNESOTA 55398	
<b>NAME OF SUBMITTER:</b>	TY CASWELL	
<b>SIGNATURE:</b>	/Ty Caswell/	
<b>DATE SIGNED:</b>	11/17/2021	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 4</b>		
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