

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7137786

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WARREN BENCHOFF	03/18/2018
AARON GARZA	03/18/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SHOE-VITAL LLC
<b>Street Address:</b>	412 N MAIN ST., STE. 100
<b>City:</b>	BUFFALO
<b>State/Country:</b>	WYOMING
<b>Postal Code:</b>	82834
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17581892
<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>	6199854111
<b>Email:</b>	enrique@monteagudolaw.com
<b>Correspondent Name:</b>	ENRIQUE MONTEAGUDO
<b>Address Line 1:</b>	PO BOX 880701
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92168
<b>ATTORNEY DOCKET NUMBER:</b>	10028-001CON
<b>NAME OF SUBMITTER:</b>	ENRIQUE MONTEAGUDO
<b>SIGNATURE:</b>	/Enrique Monteagudo/
<b>DATE SIGNED:</b>	01/24/2022
<b>Total Attachments: 6</b>	
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**Enrique A. Monteagudo, Esq.**

USPTO Reg. No. 58,215; AZ State Bar No. 032302

Mailing address: P.O. Box 880701, San Diego, CA 92168

Phone: (619) 985-4111

Email: [enrique@monteagudolaw.com](mailto:enrique@monteagudolaw.com)

## **ASSIGNMENT AGREEMENT**

In good faith, the Parties: **Warren BENCHOFF**, with an address at 412 N Main St., Ste. 100, Buffalo, WY 82834 ("ASSIGNOR"), and **Shoe-Vital LLC**, a **Wyoming LLC**, with an address at 412 N Main St., Ste. 100, Buffalo, WY 82834 ("ASSIGNEE") hereby agree to assign intellectual property rights on the terms set forth below.

WHEREAS, ASSIGNOR has co-invented and is co-owner of all proprietary and intellectual property rights, including copyrights and patents, in the concept and design known as SHOE SHAPERS (the "INVENTION"), Attorney Docket No. 10028-001DES, and the right to registrations to the INVENTION, and wishes to sell its interest in the INVENTION to ASSIGNEE.

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to said INVENTION, and in and to any Letters Patent (and any reissues or extensions) that may be granted therefore in the United States and its territorial possessions, and in any and all foreign countries (as well as such rights in any provisional or nonprovisional applications, divisions, continuations in whole or in part, or substitute applications).

NOW THEREFORE, in consideration of mutual promises, representations, warranties, and covenants, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with applicable law, the Parties hereby agree as follows:

1. ASSIGNOR hereby sells, assigns, conveys and transfers unto ASSIGNEE, its successors and assigns, free and clear of any and all liens, restrictions, claims and encumbrances, ASSIGNOR's entire right, title, and interest in and to the INVENTION, including:

- (A) all copyrights, trade secrets, trademarks, and associated good will and all Letters Patent that may be granted on the INVENTION in the United States and its territorial possessions, and in any and all foreign countries, together with all rights of registration, maintenance, and protection thereof in any form, all rights to income, royalties, damages and payments now due or hereafter due, or payable in respect thereto, as well as the right to sue for past damages, all rights of recovery and of legal action for past or future infringements with respect to the INVENTION;
- (B) all applications for patents (including any provisional or nonprovisional applications, divisions, continuations in whole or in part, or substitute applications) on the INVENTION in the United States and its territorial possessions, and in any and all foreign countries;
- (C) any reissues and extensions of such patents on the INVENTION (and any reissues or extensions); and
- (D) all rights to claim priority under 35 U.S.C. §119, all priority rights under the International Convention for the Protection of Industrial Property for every member country, as well as all rights thereof in interference proceedings and reexaminations involving the INVENTION.

2. ASSIGNEE shall pay to ASSIGNOR a fee in the amount of \$5, payable upon execution of this Assignment Agreement, in further consideration of the assignment of ASSIGNOR's entire right, title, and interest in and to the INVENTION, and of the promises, representations, warranties, and covenants, made by ASSIGNOR herein.

3. ASSIGNOR represents and warrants:

- (A) that ASSIGNOR is the legal co-owner of all right, title and interest in the INVENTION;
- (B) that such rights have not been previously licensed, pledged, assigned, or encumbered; and
- (C) that this Assignment Agreement does not infringe on the rights of any person.

4. ASSIGNOR covenants to the following:

- (A) to cooperate with ASSIGNEE in the prosecution of any application for patent in the United States, and in foreign counterparts involving the INVENTION;
- (B) to execute, verify, acknowledge, and deliver to ASSIGNEE, without further consideration, all papers deemed necessary to vest all right, title, and interest in and to the intellectual property rights of the INVENTION in ASSIGNEE; and
- (C) to perform such other acts as ASSIGNEE lawfully may request to obtain or maintain the a patent for the INVENTION in any and all countries, including but not limited to testifying in any legal proceeding, signing all lawful papers and applications, making all rightful oaths, and generally do everything possible to aid ASSIGNEE to obtain and enforce proper protection for the INVENTION in all countries.

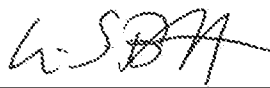
FURTHER, ASSIGNOR requests and authorizes the U.S. Patent and Trademark Office to issue any Letters Patent granted upon the INVENTION set forth in an application to ASSIGNEE, its successors and assigns.

FURTHER, this Assignment Agreement contains the entire agreement of the Parties. No other agreement, statement, or promise made on or before the effective date of this Assignment Agreement regarding the INVENTION will be binding on the Parties.

FURTHER, if any provision of this Assignment Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Assignment Agreement will be severable and remain in effect.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE OF EXECUTION OF THE PRESENT ASSIGNMENT AGREEMENT.

Dated: 03/18/2018

By:   
**Warren BENCHOFF**  
Inventor

Dated: 03/18/2018

By:   
**Aaron GARZA**  
Managing Member, Shoe-Vital LLC

**Enrique A. Monteagudo, Esq.**

USPTO Reg. No. 58,215; AZ State Bar No. 032302

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WHEREAS, ASSIGNOR has co-invented and is co-owner of all proprietary and intellectual property rights, including copyrights and patents, in the concept and design known as SHOE SHAPERS (the "INVENTION"), Attorney Docket No. 10028-001DES, and the right to registrations to the INVENTION, and wishes to sell its interest in the INVENTION to ASSIGNEE.

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to said INVENTION, and in and to any Letters Patent (and any reissues or extensions) that may be granted therefore in the United States and its territorial possessions, and in any and all foreign countries (as well as such rights in any provisional or nonprovisional applications, divisions, continuations in whole or in part, or substitute applications).

NOW THEREFORE, in consideration of mutual promises, representations, warranties, and covenants, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with applicable law, the Parties hereby agree as follows:

1. ASSIGNOR hereby sells, assigns, conveys and transfers unto ASSIGNEE, its successors and assigns, free and clear of any and all liens, restrictions, claims and encumbrances, ASSIGNOR's entire right, title, and interest in and to the INVENTION, including:

- (A) all copyrights, trade secrets, trademarks, and associated good will and all Letters Patent that may be granted on the INVENTION in the United States and its territorial possessions, and in any and all foreign countries, together with all rights of registration, maintenance, and protection thereof in any form, all rights to income, royalties, damages and payments now due or hereafter due, or payable in respect thereto, as well as the right to sue for past damages, all rights of recovery and of legal action for past or future infringements with respect to the INVENTION;
- (B) all applications for patents (including any provisional or nonprovisional applications, divisions, continuations in whole or in part, or substitute applications) on the INVENTION in the United States and its territorial possessions, and in any and all foreign countries;
- (C) any reissues and extensions of such patents on the INVENTION (and any reissues or extensions); and
- (D) all rights to claim priority under 35 U.S.C. §119, all priority rights under the International Convention for the Protection of Industrial Property for every member country, as well as all rights thereof in interference proceedings and reexaminations involving the INVENTION.

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- (B) to execute, verify, acknowledge, and deliver to ASSIGNEE, without further consideration, all papers deemed necessary to vest all right, title, and interest in and to the intellectual property rights of the INVENTION in ASSIGNEE; and
- (C) to perform such other acts as ASSIGNEE lawfully may request to obtain or maintain the a patent for the INVENTION in any and all countries, including but not limited to testifying in any legal proceeding, signing all lawful papers and applications, making all rightful oaths, and generally do everything possible to aid ASSIGNEE to obtain and enforce proper protection for the INVENTION in all countries.

FURTHER, ASSIGNOR requests and authorizes the U.S. Patent and Trademark Office to issue any Letters Patent granted upon the INVENTION set forth in an application to ASSIGNEE, its successors and assigns.

FURTHER, this Assignment Agreement contains the entire agreement of the Parties. No other agreement, statement, or promise made on or before the effective date of this Assignment Agreement regarding the INVENTION will be binding on the Parties.

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Dated: 03/18/2018

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

  
**Aaron GARZA**  
Inventor

Dated: 03/18/2018

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

  
**Warren BENCHOFF**  
Managing Member, Shoe-Vital LLC