

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7434901

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BONNIE WINDSOR LADELFA	03/17/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GENUINE VENTURES, LLC	
<b>Street Address:</b>	PO BOX 21082	
<b>City:</b>	JUNEAU	
<b>State/Country:</b>	ALASKA	
<b>Postal Code:</b>	99802	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	D610415	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(206)855-5239	
<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>	206.319.7052	
<b>Email:</b>	SWarner@Buchalter.com	
<b>Correspondent Name:</b>	SCOTT G. WARNER	
<b>Address Line 1:</b>	1420 FIFTH AVENUE, SUITE 3100	
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98101	
<b>ATTORNEY DOCKET NUMBER:</b>	G1966-5006	
<b>NAME OF SUBMITTER:</b>	SCOTT G. WARNER	
<b>SIGNATURE:</b>	/Scott G. Warner/	
<b>DATE SIGNED:</b>	07/15/2022	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 7</b>		
source=ZeeCut Signed Patent Assignment Agreement#page1.tif		
source=ZeeCut Signed Patent Assignment Agreement#page2.tif		
source=ZeeCut Signed Patent Assignment Agreement#page3.tif		
source=ZeeCut Signed Patent Assignment Agreement#page4.tif		
source=ZeeCut Signed Patent Assignment Agreement#page5.tif		

source=ZeeCut Signed Patent Assignment Agreement#page6.tif

source=ZeeCut Signed Patent Assignment Agreement#page7.tif

**PATENT**

**REEL: 060524 FRAME: 0025**

## PATENT ASSIGNMENT AND PURCHASE AGREEMENT

THIS AGREEMENT is made effective on the 17<sup>th</sup> day of March 2022, by BONNIE LEE GOLLOGLY, (formerly known as Bonnie Windsor LaDelfa), of Design 2 Achieve, LLC, of 2206 Cornell Drive, Riverview, Florida 33578, (hereinafter referred to as "Assignor") and GENUINE VENTURES, LLC and TRACY LABARGE, of P.O. Box 21082, Juneau, Alaska 99802, (hereinafter referred to as "Assignee").

WHEREAS, Assignor, has invented a certain new and useful invention designed for opening crab legs and other large crustaceans, sold under the registered tradename Zeecutt,® (the "Invention") and Assignor holds a patent related thereto, both of which are described in Exhibit A (the "Patent"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title and interest in the Invention and the Patent;

NOW, the parties agree as follows:

### 1. ASSIGNMENT

Assignor does hereby irrevocably assign to Assignee, 100% of all rights, title and interest (including but not limited to, the patent claims, reissues or extensions, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patent and the Invention.

### 2. CONSIDERATION

In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of Twenty-Two Thousand Dollars and 00/100 (\$22,000) in US Dollars, payable on 3/17/22.

### 3. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Invention and the Patent;
- (c) The Invention and Patent are free of any liens, security interests, encumbrances or licenses;
- (d) The Invention and Patent do not infringe the rights of any person or entity;

- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement;
- (h) The Assignee can register and dispose of the copyright in the Invention in the Assignee's own name.

#### **4. TRANSFER AND ASSIGNMENT**

The transfer of the Patent shall be accomplished by preparation and filing of the USPTO's Patent Assignment Application, assigning all rights, title and interest in the Design Patent #D610,415, and shall be good and marketable, free and clear of all encumbrances.

Assignor covenants and agrees not to further burden the Patent from the date of execution of this agreement forward. "Further burden the Patent" includes, but is not limited to, granting any rights, title or interest to third parties, or conditions and restrictions limiting or restricting the use of Patent.

#### **5. ASSIGNMENT OF ADDITIONAL RIGHTS**

Upon closing, Assignor hereby also sells, assigns, transfers and conveys to Assignee all right, title and interest in and to all

- (a) Invention, invention disclosures, specifically disclosed in any of the Patents;
- (b) Rights to apply in any or all countries of the world for patents, certificates of invention, utility models, design patent protections, or other governmental grants or issuances of any type related to any of the Patents and the Inventions invention disclosures and discoveries disclosed therein;
- (c) All of the Assignor's right, title and interest in and to the trade name "ZEECUTTS®", as well as any related customer lists, customer sales files, databases and/or websites, social media links, if any, and any other intellectual property rights associated therewith (collectively the "Intellectual Property Rights").

#### **6. NONCOMPETITION**

Assignor or its assigns, members and/or partners agree that upon the closing of this transaction that it will not design, produce or file any patent or trademark for a like or similar product for a period of seven (7) years from the date of closing. Nor will Assignor's principal shareholders, managers or partners engage in the design, production or file any patent or trademark for a like or similar product for a period of seven (7) years from the date of closing.

## 7. ASSIGNMENT COSTS

Assignee shall be responsible for the following assignment costs: Cost of filing the United States Patent and Trademark Office Assignment Application. Each party is encouraged to seek independent counsel and each party shall be reasonable for their own attorney's fees associated with seeking the advice of independent legal counsel. All other costs shall be shared equally.

## 8. ATTORNEYS FEES

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled to, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party against whom enforcement was sought.

## 9. CLOSING CONDITIONS

The following are conditions precedent to Assignee's obligation to make payment as referenced in Paragraph 2 above.

- (a) Signature of Assignor. Assignor timely executed this Agreement and delivered a Transmittal Copy of this Agreement to Assignee by not later than 3/17/22, at 5:00 pm ET time;
- (b) Transmittal of Documents. Assignor delivered to Assignee all the Deliverables.
- (c) Delivery of Executed Assignment. Assignor caused the executed, filed and Transmitted United States Patent and Trademark Office (USPTO) Assignment of Patent Rights form, to be received by Assignee simultaneously with the delivery of funds due as of the day of closing.

## 10. ENTIRE AGREEMENT

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

## 11. AMENDMENT

This Agreement may be amended only by a writing signed by the parties.

## **12. SEVERABILITY**

If any term, provision covenant or condition of this Agreement or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

## **13. AGREEMENT TO PERFORM NECESSARY ACTS**

Assignor and Assignee agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

## **14. NOTICES**

For purposes of giving any notice hereunder, the address of the Assignor is stated to be:

BONNIE LEE GOLLOGLY, c/o DESIGN 2 ACHIEVE, LLC  
2206 Cornell Drive  
Riverview, Florida 33578

The address of Assignee is stated to be:

TRACY LABARGE c/o GENUINE VENTURES, LLC  
P.O. Box 21082  
Juneau, Alaska 99802

Notices of any type required herein shall be made in writing and delivered by United States Certified Mail, return receipt requested, calculation of any time period beginning on the date the notice is actually received by the party being noticed. Either party may change the address at which it is to receive notices hereunder by giving the other party notice thereof, in writing, in the manner set forth above.

## **15. GOVERNING LAW**

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Alaska.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
March 17, 2022.

ASSIGNOR

ASSIGNEE

DESIGN 2 ACHIEVE, LLC

GENUINE VENTURES, LLC

BY:

Bonnie L Gollogly  
Bonnie Gollogly, its Member

BY:

Tracy LaBarge  
Tracy LaBarge, its Member

STATE OF FLORIDA

)

: ss.

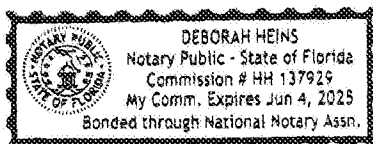
COUNTY OF HILLSBOROUGH

)

THIS IS TO CERTIFY that on this 17 day of March, 2022, before me, a Notary Public, in and for the State of Florida, duly commissioned and sworn, personally appeared **BONNIE LEE GOLLOGLY**, for **DESIGN 2 ACHIEVE, LLC**, to me known and known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]  
Notary Public, State of Florida  
My commission expires: 6/2025



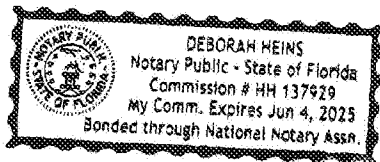
STATE OF ALASKA


FIRST JUDICIAL DISTRICT

)  
: ss.  
)

THIS IS TO CERTIFY that on this 17 day of March, 2022, before me, a Notary Public, in and for the State of Alaska, duly commissioned and sworn, personally appeared TRACY LABARGE, for GENUINE VENTURES, LLC, to me known and known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



  
Notary Public, State of ~~Alaska~~ Florida  
My commission expires: 6/2025



## EXHIBIT A

---

**The Invention:** Zeecutt® is a utensil designed for opening crab legs, lobster and other large crustaceans. The Zeecutt's unique design utilizes leverage and a cutting edge to open hard shells cleanly and easily.

**The Patent** Patent Number D610,415 S, filed July 24, 2009 and Patent issued on February 23, 2010

**Country of Patent:** United States

**Date of Patent:** February 23, 2010