507390032 07/18/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7436958

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ERRONEOUS COMMA IN THE ASSIGNEE'S NAME previously recorded on Reel 060291 Frame 0024. Assignor(s) hereby confirms the ASSIGNMENT FROM DOVETAIL ESSENTIALS, LLC TO SLUMBERPOD LLC.

CONVEYING PARTY DATA

Name	Execution Date	
DOVETAIL ESSENTIALS, LLC	07/11/2022	

RECEIVING PARTY DATA

Name:	SLUMBERPOD LLC		
Street Address:	929 108TH AVE NE, SUITE 1410		
City:	BELLEVUE		
State/Country:	WASHINGTON		
Postal Code:	98004		

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	11140997
Application Number:	17466382
Application Number:	17514767
Application Number:	63291106
Application Number:	62509864
Application Number:	62382228

CORRESPONDENCE DATA

Fax Number:

507390032

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: 4048792150

Email: kathleen@pabstpatent.com, docketing@pabstpatent.com,

rivka@pabstpatent.com

Correspondent Name: PABST PATENT GROUP LLP
Address Line 1: 1355 PEACHTREE ST NE

Address Line 2: SUITE 800

Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER: DOVE 100

NAME OF SUBMITTER: KATHLEEN SAURER

SIGNATURE:	/KATHLEEN SAURER/		
DATE SIGNED:	07/18/2022		
Total Attachments: 6			
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507350751 06/23/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7397672

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
DOVETAIL ESSENTIALS, LLC	04/27/2022	

RECEIVING PARTY DATA

Name:	SLUMBERPOD, LLC	
Street Address:	929 108TH AVENUE NE, STE 1410	
City:	BELLEVUE	
State/Country:	WASHINGTON	
Postal Code:	98004-4786	

PROPERTY NUMBERS Total: 5

Property Type	Number		
Patent Number:	11140997		
Application Number:	17466382		
Application Number:	17514767		
Application Number:	63291106		
Application Number:	29827556		

CORRESPONDENCE DATA

Fax Number: (503)224-0155

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: 503-224-5858

Email: lisa.bennett@millernash.com

Correspondent Name: MILLER NASH LLP

Address Line 1: 3400 U.S. BANCORP TOWER

Address Line 2: 111 SW FIFTH AVENUE

Address Line 4: PORTLAND, OREGON 97204

NAME OF SUBMITTER:SEAN D. O'BRIENSIGNATURE:/Sean D. O'Brien/	
SIGNATURE: /Sean D. O'Brien/	
DATE SIGNED: 06/23/2022	

Total Attachments: 10

CORRECTIVE INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT is a corrective assignment which replaces the assignment from Dovetail Essentials, LLC ("Seller"), 47 Ventures, LLC, WDE Properties, LLC, Louise Wingfield Childs, and Kathryn Beck Mallory ("Owners") to Slumberpod LLC ("Buyer"), dated as of April 27, 2022, previously recorded at reel/frame: 060291/0024, which erroneously referred to "Slumberpod, LLC" and omitted "Chinese Utility Model 202220350549.3, filed February 21, 2022" from Schedule 1.

This INTELLECTUAL PROPERTY ASSIGNMENT ("IP Assignment"), dated as of April 27, 2022, is made by and between Dovetail Essentials, LLC, a Georgia limited liability company ("Seller"), 47 Ventures, LLC, WDE Properties, LLC, Louise Wingfield Childs, and Kathryn Beck Mallory (together, the "Owners"), and Slumberpod LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement of equal date hereto (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller agreed to sell, convey, assign, transfer and deliver to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title, and interest in, to and under the following (the "Assigned IP"):
 - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (¢) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

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- (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.
- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Assignment.

SELLER ,	BUYER
Date: 7/11/2022	Date: July 11,2022
By: Katz Mellon	By: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Kathryn Beck Mallory	Ty Schultz
President and Chief Executive Officer	For: Artica Inc.
	Its: Member
Witness	Witness
Date: 7 11 2022	Date: July 11, 2022
By: Kon W. Childs	By: Don Byon
Print Name: Lou W. Childs	Print Name: Duncan Butcher

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Country	Patent No.	Reg. Date	Serial No.	Filing Date	Owner of Record	Status
Crib Accessory	U.S.	11,140,997	Oct. 12, 2021	15/692,509	Aug. 31, 2017 Priority from 62/509,864, filed 5/23/17 and 62/382,228 filed 8/31/16	Dovetail Essentials, LLC	Granted

Patent Applications

Title	Country	Patent No.	Reg. Date	Serial No.	Filing Date	Owner of Record	Status
Crib Accessory	U.S.	N/A	N/A	17/,466,382	Sept. 3, 2021	Dovetail Essentials, LLC	Pending
Crib Accessory	U.S.	N/A	N/A	17/514,767	Oct. 29, 2021	Dovetail Essentials, LLC	Pending
Crib Accessory	Canada	N/A	N/A	3014122	Aug. 14, 2018	Dovetail Essentials, LLC	Pending
Sound Monitoring Device with Selective Transmission	U.S.	N/A	N/A	63/291,106	Dec. 17, 2021	Dovetail Essentials, LLC	Pending
Extension for Sleeping Device Enclosure	U.S.	N/A	N/A	29/827,556	Feb. 21, 2022	Dovetail Essentials, LLC	Pending
Extension for Sleeping Device Enclosure	China	N/A	N/A	202230083650.2	Feb. 21, 2022	Dovetail Essentials, LLC	Pending
Extension for Sleeping Device Enclosure	China	N/A	N/A	202220350549.3	Feb. 21, 2022	Dovetail Essentials, LLC	Pending

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SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Country	Serial No.	Filing Date	Reg. No. and Date	Owner of Record	Status
SLUMBERPOD	U.S.	87/202,690	Oct. 13, 2016	5,351,787 Dec. 5, 2017	Dovetail Essentials, LLC	Granted
SLUMBERPOD	Australia	2026404	July 30, 2019	2026404 July 30, 2019	Dovetail Essentials, LLC	Granted

Trademark Applications

Mark	Country	Serial No.	Filing Date	Reg. No. and Date	Owner of Record	Status
SLUMBERPOD	Canada	1973492	July 2, 2019	N/A	Dovetail Essentials, LLC	Pending
SLUMBERBAG BY SLUMBERPOD	U.S.	97/132,347	Nov. 18, 2021	N/A	Dovetail Essentials, LLC	Pending
SLUMBERBAG	U.S.	97/132,021	Nov. 18, 2021	N/A	Dovetail Essentials, LLC	Pending
SLUMBERTOT	U.S.	97/252,786	Feb. 3, 2022	N/A	Dovetail Essentials, LLC	Pending
HOMEBASE	U.S.	97/133,072	Nov. 18, 2021	N/A	Dovetail Essentials, LLC	Pending
SLUMBERPOD PET	Canada	2024841	April 27, 2020	N/A	Dovetail Essentials, LLC	Pending

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