

PATENT ASSIGNMENT COVER SHEET

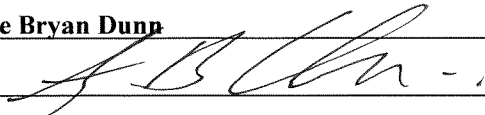
Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7785850

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVE BRYAN DUNN	02/03/2023
MATTHEW JOSEPH SAXTON	02/03/2023
KWOK PING KUEN	11/15/2017
RECEIVING PARTY DATA	
Name:	MUNCHKIN, INC
Street Address:	7835 GLORIA AVENUE
City:	VAN NUYS
State/Country:	CALIFORNIA
Postal Code:	91406
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17538436
CORRESPONDENCE DATA	
Fax Number:	(818)893-6343
<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>	
Phone:	8188935000
Email:	xiomara.voelzke@munchkin.com
Correspondent Name:	ROBERT Z. EVORA
Address Line 1:	7835 GLORIA AVENUE
Address Line 4:	VAN NUYS, CALIFORNIA 91406
ATTORNEY DOCKET NUMBER:	MBI-1610US.CON1
NAME OF SUBMITTER:	ROBERT Z. EVORA
SIGNATURE:	/Robert Z. Evora/
DATE SIGNED:	02/08/2023
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 10	
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**DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN APPLICATION USING AN
APPLICATION DATA SHEET (37 CFR 1.76) AND ASSIGNMENT**

Title of Invention	MAGNETIC SPONGE ASSEMBLY
<p>As the below named inventor, I hereby declare that:</p> <p>This declaration <input type="checkbox"/> The attached application, or is directed to: <input checked="" type="checkbox"/> United States application or PCT international application number <u>17/538,436</u> filed on <u>11/30/2021</u></p> <p>I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.</p> <p>WHEREAS, MUNCHKIN, INC. (hereinafter referred to as "ASSIGNEE") having place of business at Van Nuys, California, respectively is desirous of acquiring interests in the entire right, title and interest in and to said invention an in and to any Letters Patent that may be granted therefore in the United States and its territorial possessions and in any all foreign countries;</p> <p>NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, I, by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right to the invention in the United States and its territorial possessions and in all foreign countries (including the right to claim priority under the terms of the International Convention and other relevant International Treaties and Arrangements from the aforesaid application) and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations, substitutions and renewals thereof.</p> <p>I hereby authorize and request the Patent Office Officials in the United States and its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of my entire right, title and interest in and to the same, for the sole use and behoof of said ASSIGNEE, its successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me had this Assignment and sale not been made.</p> <p>Further, I agree that I will communicate to said ASSIGNEE or its representatives any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid said ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and its territorial possessions and in any and all foreign countries.</p> <p>I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.</p>	
LEGAL NAME OF INVENTOR	
Inventor: <u>Steve Bryan Dunn</u> Date: <u>February 03, 2023</u>	
Signature: <u></u>	

**DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN APPLICATION USING AN
APPLICATION DATA SHEET (37 CFR 1.76) AND ASSIGNMENT**

**Title of
Invention**

MAGNETIC SPONGE ASSEMBLY

As the below named inventor, I hereby declare that:

This declaration ☐ The attached application, or

is directed to: ☒ United States application or PCT international application number 17/538,436
filed on 11/30/2021

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

WHEREAS, MUNCHKIN, INC. (hereinafter referred to as "ASSIGNEE") having place of business at Van Nuys, California, respectively is desirous of acquiring interests in the entire right, title and interest in and to said invention an in and to any Letters Patent that may be granted therefore in the United States and its territorial possessions and in any all foreign countries;

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, I, by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right to the invention in the United States and its territorial possessions and in all foreign countries (including the right to claim priority under the terms of the International Convention and other relevant International Treaties and Arrangements from the aforesaid application) and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations, substitutions and renewals thereof.

I hereby authorize and request the Patent Office Officials in the United States and its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of my entire right, title and interest in and to the same, for the sole use and behoof of said ASSIGNEE, its successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me had this Assignment and sale not been made.

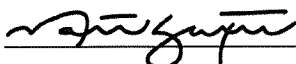
Further, I agree that I will communicate to said ASSIGNEE or its representatives any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid said ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and its territorial possessions and in any and all foreign countries.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

LEGAL NAME OF INVENTOR

Inventor: Matthew Joseph Saxton

Date: February 03, 2023

Signature: 

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of Steven Bryan Dunn et al.	Confirmation No: 2341
Application No.: 17/538,436	
Filed: 11/30/2021	Docket No.: MBI-1610US.CON1
For: MAGNETIC SPONGE ASSEMBLY	

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

February 08, 2023

Dear Sir/Madam:

This letter is regarding a missing signed assignment from inventor **Kwok Ping Kuen** in Application No. 17/538,436. Since the Inventor could not be found or reached after diligent efforts, his Non-disclosure Agreement, along with a Substitute Statement has been provided today in lieu of a declaration and assignment. Section 2(b) on page 2 of the Non-disclosure Agreement states that the inventor assigns any patent related rights to Munchkin Inc. If additional fees are required or credits are due, the Commissioner is hereby authorized to charge such additional fees to Deposit Account no. 50-5664

Respectfully submitted,
/Robert Z. Evora/

Robert Z. Evora, Esq., Reg No: 47,356
Munchkin, Inc.
7835 Gloria Ave
Van Nuys, CA 91406
(818) 893-5000 (main)
email: robert.evora@munchkin.com

Date: February 08, 2023

Attachments: Substitute Statement and Non-Disclosure Agreement and Assignment (7 pages)

**SUBSTITUTE STATEMENT IN LIEU OF AN OATH OR DECLARATION FOR UTILITY
OR DESIGN PATENT APPLICATION (35 U.S.C. 115(d) AND 37 CFR 1.64)**

Title of Invention	MAGNETIC SPONGE ASSEMBLY		
This statement is directed to:			
<input type="checkbox"/> The attached application,			
OR			
<input checked="" type="checkbox"/> United States application or PCT international application number <u>17/538,436</u> filed on <u>November 30, 2021</u>			
LEGAL NAME of inventor to whom this substitute statement applies:			
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)			
Kwok Ping Kuen			
Residence (except for a deceased or legally incapacitated inventor):			
City	Kowloon	State	Hong Kong (SAR) China
Mailing Address (except for a deceased or legally incapacitated inventor):			
Flat B, 34/F, Block 4, Bel Air Heights, Diamond Hill			
City	Kowloon	State	Hong Kong (SAR) Zip Country China
I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application.			
The above-identified application was made or authorized to be made by me.			
I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.			
Relationship to the inventor to whom this substitute statement applies:			
<input type="checkbox"/> Legal Representative (for deceased or legally incapacitated inventor only),			
<input checked="" type="checkbox"/> Assignee,			
<input type="checkbox"/> Person to whom the inventor is under an obligation to assign,			
<input type="checkbox"/> Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or			
<input type="checkbox"/> Joint Inventor.			

[Page 1 of 2]

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

4/10

PATENT
REEL: 062626 FRAME: 0057

SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

- ☐ Inventor is deceased,
☐ Inventor is under legal incapacity,
☒ Inventor cannot be found or reached after diligent effort, or
☐ Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below:

- ☐ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted.

OR

- ☐ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b).

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

Name: **Robert Z. Evora**

Date (Optional):

Signature: **/Robert Z. Evora/**

APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

If the applicant is a juristic entity, list the applicant name and the title of the signer:

Applicant Name: **MUNCHKIN, INC.**

Title of Person Executing This Substitute Statement: **Chief Patent Counsel**

The signer, whose title is supplied above, is authorized to act on behalf of the applicant.

Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

City Van Nuys	State CA	Country United States
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Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent)

7835 Gloria Avenue

City Van Nuys	State California	Zip 91406	Country United States
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Note: Use an additional PTO/AIA/02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63.



INVENTION, NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

This Agreement is made between MUNCHKIN, Inc., a Delaware corporation (hereinafter referred to collectively with its subsidiaries as the "Company"), and Thomas Kwok (the "Employee").

In consideration of the employment or the continued employment of the Employee by the Company, the Company and the Employee agree as follows:

1. Proprietary Information.

(a) The Employee agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning the Company's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of the Company. By way of illustration, but not limitation, Proprietary Information may include inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, developments, plans, research data, clinical data, financial data, personnel data, computer programs, customer and supplier lists, and contacts at or knowledge of customers or prospective customers of the Company. The Employee will not disclose any Proprietary Information to any person or entity other than employees of the Company or use the same for any purposes (other than in the performance of his/her duties as an employee of the Company) without written approval by an officer of the Company, either during or after his/her employment with the Company, unless and until such Proprietary Information has become public knowledge without fault by the Employee.

(b) The Employee agrees that all files, letters, memoranda, reports, records, data, sketches, drawings, laboratory notebooks, program listings, or other written, photographic, or other tangible material containing Proprietary Information, whether created by the Employee or others, which shall come into his/her custody or possession, shall be and are the exclusive property of the Company to be used by the Employee only in the performance of his/her duties for the Company. All such materials or copies thereof and all tangible property of the Company in the custody or possession of the Employee shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) termination of his/her employment. After such delivery, the Employee shall not retain any such materials or copies thereof or any such tangible property.

(c) The Employee agrees that his/her obligation not to disclose or to use information and materials of the types set forth in paragraphs (a) and (b) above, and his/her obligation to return materials and tangible property, set forth in paragraph (b) above, also extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Employee.



2. Developments.

(a) The Employee will make full and prompt disclosure to the Company of all inventions, improvements, discoveries, methods, developments, software, and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by him/her or under his/her direction or jointly with others during his/her employment by the Company, whether or not during normal working hours or on the premises of the Company (all of which are collectively referred to in this Agreement as "Developments").

(b) The Employee agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all his/her right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. However, this paragraph 2(b) shall not apply to Developments which do not relate to the business or research and development conducted or planned to be conducted by the Company at the time such Development is created, made, conceived or reduced to practice and which are made and conceived by the Employee not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Employee understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this paragraph 2(b) shall be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. The Employee also hereby waives all claims to moral rights in any Developments.

(c) The Employee agrees to cooperate fully with the Company, both during and after his/her employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Developments. The Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Development. The Employee further agrees that if the Company is unable, after reasonable effort, to secure the signature of the Employee on any such papers, any executive officer of the Company shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Employee, and the Employee hereby irrevocably designates and appoints each executive officer of the Company as his/her agent and attorney-in-fact to execute any such papers on his/her behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence.

3. Other Agreements.

The Employee hereby represents that, except as the Employee has disclosed in writing to the Company, the Employee is not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of his/her employment with the Company, to refrain from competing, directly or indirectly, with the business of such previous employer or any other party or to refrain from soliciting employees, customers or suppliers of such previous employer or



other party. The Employee further represents that his/her performance of all the terms of this Agreement and the performance of his/her duties as an employee of the Company do not and will not breach any agreement with any prior employer or other party to which the Employee is a party (including without limitation any nondisclosure or non-competition agreement), and that the Employee will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

4. United States Government Obligations.

The Employee acknowledges that the Company from time to time may have agreements with the other persons or with the United States Government, or agencies thereof, which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. The Employee agrees to be bound by all such obligations and restrictions which are made known to the Employee and to take all action necessary to discharge the obligations of the Company under such agreements.

5. Non-Solicitation.

During the period that the Employee is employed by the Company and for a period of one year after termination or cessation of such employment for any reason, the Employee will not directly or indirectly, either alone or in association with others, (i) solicit, or permit any organization directly or indirectly controlled by the Employee to solicit, any employee of the Company to leave the employ of the Company, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by the Employee to solicit for employment, hire or engage as an independent contractor, any person who was employed by the Company at the time of the termination or cessation of the Employee's employment with the Company, or (iii) divert to any person any customer, client or business opportunity of the Company, or any person who was employed by the Company at the time of the termination or cessation of the Employee's employment with the Company for employment or independent contractor services.

6. No Employment Contract.

The Employee understand that this Agreement does not constitute a contract of employment and does not imply that his/her employment will continue for any period of time.

7. Miscellaneous.

(a) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(b) This Agreement supersedes all prior agreements, written or oral, between the Employee and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Employee and the Company. The Employee agrees that any



(c) change or changes in his/her duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

(d) This Agreement will be binding upon the Employee's heirs, executors and administrators and will inure to the benefit of the Company and its successors and assigns.

(e) No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(f) The Employee expressly consents to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employ the Employee may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.

(g) The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Employee to be reasonable for such purpose. The Employee agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage that is difficult to measure. Therefore, in the event of any such breach or threatened breach, the Employee agrees that the Company, in addition to such other remedies which may be available, shall have the right to specific performance of the provisions of this Agreement and shall have the right to obtain an injunction from a court restraining such a breach or threatened breach, and the Employee hereby waives the adequacy of a remedy at law as a defense to such relief.

(h) This Agreement is governed by and will be construed as a sealed instrument under and in accordance with the laws of the State of California (without reference to the conflicts of laws provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of California (or, if appropriate, a federal court located within California), and the Company and the Employee each consents to the jurisdiction of such a court.

[The next page is the signature page]



THE EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

COMPANY:

MUNCHKIN, INC.

Date: Nov 15, 2017

By: _____

Name: Alice Chan

Title: HR Manager Greater China

EMPLOYEE:

Date: Nov 15, 2017

Knok Ping Kuen
Print Name: _____

Thomas
Signature _____

Signature