

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/10/2016
CONVEYING PARTY DATA	
Name	Execution Date
KEVIN DANIEL SCHLAPIK	11/26/2023
RECEIVING PARTY DATA	
Name:	SPIN-BALLS, LLC D/B/A FUN IN MOTION TOYS
Street Address:	74 SW 12TH AVE.
Internal Address:	SUITE 101
City:	DANIA BEACH
State/Country:	FLORIDA
Postal Code:	33304
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8926331
Patent Number:	9333398
CORRESPONDENCE DATA	
Fax Number:	
<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:	2068547562
Email:	patents@ipkey.law
Correspondent Name:	IPKEY PLLC
Address Line 1:	PO BOX 10749
Address Line 4:	BAINBRIDGE ISLAND, WASHINGTON 98110
ATTORNEY DOCKET NUMBER:	FIMT-P9US/P9US.CON
NAME OF SUBMITTER:	KYLE E. YARBERRY
SIGNATURE:	/Kyle E. Yarberry/
DATE SIGNED:	11/29/2023
Total Attachments: 3	
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source=Schlapik to FIMT Patent Assignment Signed#page2.tif	
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ASSIGNMENT OF INVENTION AND PATENT RIGHTS
("Assignment")

WHEREAS Kevin Daniel Schlapik (hereinafter "ASSIGNOR") has invented, made, or discovered certain new and useful improvements, including processes, machines, manufactures, compositions of matter, works, technologies, and/or designs shown, described, and claimed in: U.S. Patent No. 8,926,331, issued January 6, 2015; U.S. Patent No. 9,333,398, issued May 10, 2016; U.S. Patent Application No. 61/467,259, filed March 24, 2011; U.S. Patent Application No. 13/425,502, filed March 21, 2012; and U.S. Patent Application No. 14/560,955, filed December 4, 2014 (hereinafter "Patents").

WHEREAS Spin-balls, LLC d/b/a Fun In Motion Toys, having a place of business at 74 SW 12th Ave, Suite 101, Dania Beach, FL 33304 (hereinafter "ASSIGNEE"), is desirous of acquiring the entire right, title, and interest in, to, and under said Patents, inventions and in and to all embodiments of the inventions, heretofore conceived, made, or discovered by said ASSIGNOR (hereinafter collectively referred to as the "Inventions").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

ASSIGNOR, effective *nunc pro tunc* as of May 10, 2016 (the "Effective Date"), hereby does sell, assign, transfer, and convey to ASSIGNEE, its successors and assigns, the entire right, title, and interest: a) in and to said Invention; b) in and to the Patents and any other past, present, and future patent applications related to the Invention, including all patent applications that share or claim the benefit of, right of priority to, and/or right to grant from the Patents, and further including each and every present or future patent application that is a divisional, substitution, continuation, or continuation-in-part thereof; c) in and to any past, present, or future letters patent, utility models, design patents, industrial design rights (whether or not registered), reissues, reexaminations, renewals, extensions, inventor's certificates or similar legal protections issuing from the foregoing or otherwise related to the Inventions, whether issuing in the United States and its territorial possessions, in any and all foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property and The Patent Cooperation Treaty d) in and to the right to claim priority to any of the Patents and e) in and to all claims and causes of action for past, present, and future infringement of the Patents, including all rights to sue for and to receive and recover for ASSIGNEE'S own benefit all forms of equitable relief and all past, present, and future damages including lost profits, royalties, and other damages of any nature recoverable.

ASSIGNOR hereby agrees that as of the Effective Date, ASSIGNEE owns all rights in the Patents and Inventions.

ASSIGNOR hereby authorizes and requests that any letters patent, utility models, design patents, industrial design rights (whether or not registered), reissues, reexaminations, renewals, extensions, inventor's certificates or similar legal protections issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the ASSIGNEE, or its successors and assigns, for the sole use of said ASSIGNEE, its successors, legal representatives and assigns.

ASSIGNOR hereby warrants, represents, and covenants that said ASSIGNOR has full right to convey the entire right, title, and interest herein sold, assigned, transferred, and set over and have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

ASSIGNOR hereby covenants and agrees to cooperate with said ASSIGNEE to enable said ASSIGNEE to enjoy to the fullest extent the right, title, and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said ASSIGNOR shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said ASSIGNEE (a) for perfecting in said ASSIGNEE the right, title and interest herein conveyed, to include executing and delivering any and all lawful papers that may be necessary or desirable to perfect the title to the said Invention, the foregoing application(s) and patent(s), and other rights in the name of said ASSIGNEE, its successors, legal representatives, and assigns; (b) for prosecuting any applications covering said Inventions, including complying with the said ASSIGNOR's duty of candor; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said patent(s); (e) for interference, *inter partes* review, or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions, said applications, and said patent(s), including without limitation, reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions, and court actions; provided, however, that reasonable expenses incurred by said ASSIGNOR in providing such cooperation shall be paid for by said ASSIGNEE.

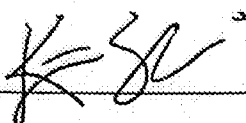
The terms and covenants of this Assignment shall inure to the benefit of said ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon said ASSIGNOR, their respective heirs, legal representatives, and assigns.

IN WITNESS WHEREOF, said ASSIGNOR has executed and delivered this instrument to said ASSIGNEE as of the dates written below:

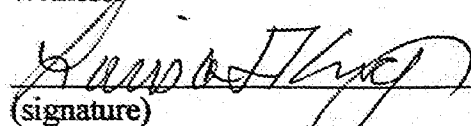
Kevin Daniel Schlapik

Executed at Fort Lauderdale (city), Florida (state/province),

United States of America this 26th day of November, 2023.

Signature: 

Witness:


(signature)

LOUISA J KING
(printed name)

Date: 11/26/23