

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT188162

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WHOLE BATH, LLC	05/11/2022
RECEIVING PARTY DATA	
Company Name:	Bemis Manufacturing Company
Street Address:	300 Mill Street
City:	Sheboygan Falls
State/Country:	WISCONSIN
Postal Code:	53085
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18348189
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:	4142716560
Email:	mkeipdocket@michaelbest.com,colleen.kline@michaelbest.com
Correspondent Name:	David J. Trautschold
Address Line 1:	Michael Best & Friedrich
Address Line 2:	SUITE 2500
Address Line 4:	MILWAUKEE, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	221964-9004-US03
NAME OF SUBMITTER:	Colleen Kline
SIGNATURE:	Colleen Kline
DATE SIGNED:	03/12/2024
Total Attachments: 8	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

May 11, 2022

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”) is by and between WHOLE BATH, LLC, a Delaware limited liability company (“Assignor”), and BEMIS MANUFACTURING COMPANY, a Wisconsin corporation (“Assignee”). All capitalized terms used but not defined in this IP Assignment Agreement shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

A. Assignor, Assignee and certain members of Assignor have entered into that certain Asset Purchase Agreement, dated as of the date of this IP Assignment Agreement (the “Purchase Agreement”), pursuant to which Assignor agreed to convey, assign, transfer and deliver to Assignee and Assignee agreed to acquire from Assignor all of Assignor’s right, title and interest in and to the Transferred Intellectual Property, including the intellectual property set forth on Schedule 1 (together, the “IP”), on the terms and conditions in the Purchase Agreement.

B. As required by the Purchase Agreement, Assignor and Assignee desire to enter into this IP Assignment Agreement to confirm and consummate the conveyance, assignment, transfer and delivery of the IP, on the terms set forth in this IP Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee and its successors and assigns all of Assignor’s right, title and interest in and to the IP, together with all goodwill connected with and symbolized by the foregoing, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned under this IP Assignment Agreement.

2. Filing and Recordation. Assignee shall promptly file and record this IP Assignment Agreement, or the equivalent of this IP Assignment Agreement to the extent required, with the appropriate governmental entities as necessary to record Assignee as the assignee and owner of the IP. Assignor and Assignee authorize and request that the United States Patent and Trademark Office and the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the IP.

3. Domain Name Transfer. Assignor, at Assignee’s expense, shall perform all affirmative acts that may be reasonably necessary or desirable to implement and perfect the above-

described transfer of rights and to secure transfer of the registrations of the domain names included in the IP before the registrars of same and cooperate with Assignee in obtaining and providing information required in any proceedings relating to the domain names, and Assignor hereby agrees to follow Assignee's reasonable instructions to effectuate the transfer of the domain name registrations in a timely manner. Specifically, but without limiting the generality of the immediately preceding sentence, Assignor shall prepare and transmit the necessary Registrant Name Change Agreements (RNCAs) or other written authorizations and instructions and correspond with the applicable registrars to instruct and authorize transfer of the domain names included in the IP, including by providing to Assignee a functioning user name and password, where available, or issuing corresponding transfer codes, sufficient for Assignee to immediately begin to administer the domain names and cooperate with Assignee in obtaining or providing information required in any proceedings relating to the domain names.

4. Cooperation. Upon reasonable request by Assignee, Assignor shall execute and take other actions as may be necessary or desirable to record or memorialize the assignments of the IP set forth in this IP Assignment Agreement, and to vest and perfect in Assignee such right, title and interest in and to the IP as conveyed, assigned, transferred and delivered to Assignee under this IP Assignment Agreement.

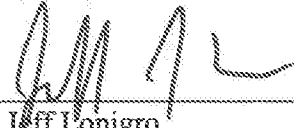
5. General. The provisions of this IP Assignment Agreement are subject in all respects to the terms of the Purchase Agreement. No amendment, waiver or modification to this IP Assignment Agreement will be valid unless in writing signed by an authorized signatory of both parties. This IP Assignment Agreement is binding upon the parties and their respective successors, legal representatives and permitted assigns. The parties agree that if any provision of this IP Assignment Agreement is under any circumstances deemed invalid or inoperative, this IP Assignment Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly. This IP Assignment Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles. This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This IP Assignment Agreement may be executed in facsimile, portable document format (.pdf) or by other electronic means with the same binding effect as the original.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment Agreement as of the date first written above.

BUYER:

BEMIS MANUFACTURING COMPANY

By: 
Name: Jeff Lonigro
Title: President

SELLER:

WHOLE BATH, LLC

By: _____
Name: Brian Murray
Title: Authorized Member

By: _____
Name: Richard (Max) Tilson
Title: Authorized Member

By: _____
Name: Jacqueline Sylvia
Title: Authorized Member

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment Agreement as of the date first written above.


BUYER:

BEMIS MANUFACTURING COMPANY


By: _____
Name: Jeff Lonigro
Title: President

SELLER:

WHOLE BATH, LLC

By:  _____
Name: Brian Murray
Title: Authorized Member

By:  _____
Name: Richard (Max) Tilson
Title: Authorized Member

By:  _____
Name: Jacqueline Sylvia
Title: Authorized Member

SCHEDULE 1**Transferred Intellectual Property**

No.	Application Serial No.	Docket No.	Title	Filing Date
1	US 15/230,143	21084- 145061-US	REMOTE-CONTROLLED MEDICINE DELIVERY SYSTEM	2016- 08-05
2	US 15/588,635	21084- 145057-US	A SEAT AND COVER SYSTEM WITH DYNAMIC SPRAY NOZZLE	2017- 05-06
3	US 15/588,637	21084- 145058-US	DRYING NOZZLE APPARATUS	2017- 05-06
4	US 15/588,638	21084- 145059-US	A SEAT AND COVER SYSTEM WITH MEDICINE UNITS	2017- 05-06
5	US 15/588,640	21084- 145060-US	A MEDICINE DELIVERY, WASH, CLEAN AND AIR DRY SYSTEM	2017- 05-06
6	US 15/649,564	21084- 145055-US	SPRAY CANISTER DEVICE WITH REMOVABLE SLEEVED COVER	2017- 07-13
7	US 15/650,957	21084- 145056-US	WASH, CLEAN, AND DRY SYSTEM WITH REMOVABLE SPRAY CANISTER DEVICE	2017- 08-01
8	US 15/674,536	21084- 145062-US	A METHOD AND A WASH SYSTEM WITH A BUILT-IN CLEANSER ASSEMBLY	2017- 08-11
9	US 15/847,594	WHBA/0004 US	A Wash and Clean Apparatus	2017- 11-19
9.1	US 16/703,532		WASH, CLEAN AND DRY SYSTEM WITH REMOVABLE SPRAY CANISTER DEVICE	2019- 12-04
9.2	US 17/676,240	WHOLEBAT H-P011	WASH, CLEAN AND DRY SYSTEM WITH REMOVABLE SPRAY CANISTER DEVICE	2022- 02-21
10	US 29/563,766	WHBA/0006 US Design	COMBINED BIDET SEAT AND COVER	2016- 05-06
11	US 16/426,436		SPRAY CANISTER DEVICE	2019- 05-30
12	US 16/511,882		TOILET SEAT ASSEMBLY	2019- 07-15
13	US 16/681,041		TOILET SEAT ASSEMBLY	2019- 11-12
13.1	US 17/666,547		SPRAY CANISTER DEVICE	2022- 02-07
14	US 29/563,768	WHBA/0007 US Design	REMOTE CONTROL	2016- 05-06
15	US 29/571,302	WHBA/0009 US Design	SPRAY CANISTER DEVICE	2016- 07-16

16	US 29/626,657	WHBA/0006 USD P1	COMBINED BIDET SEAT AND COVER	2017- 11-17
17	US 29/627,192	WHBA/0006 USD P2	COMBINED BIDET SEAT AND COVER	2017- 11-22
18	PCT/US2016/ 045932	WHBA/0005 PCT	REMOTE-CONTROLLED MEDICINE DELIVERY SYSTEM	2016- 08-06
19	PCT/US2017/ 031482	WHBA/0001 PCT	A SEAT AND COVER SYSTEM WITH DYNAMIC SPRAY NOZZLE	2017- 05-06
20	PCT/US2017/ 031483	WHBA/0002 PCT	DYNAMIC DRYING MECHANISM FOR A WASH AND CLEAN SYSTEM	2017- 05-06
21	PCT/US2017/ 031484	WHBA/0003 PCT	A SEAT AND COVER SYSTEM WITH MEDICINE UNITS	2017- 05-06
22	PCT/US2017/ 031485	WHBA/0003 ALL PCT	A MEDICINE DELIVERY, WASH, CLEAN AND AIR DRY SYSTEM	2017- 05-06
23	PCT/US2017/ 042253	WHBA/0010 PCT	SPRAY CANISTER DEVICE WITH REMOVABLE SLEEVED COVER	2017- 07-14
24	PCT/US2017/ 042288	WHBA/0011 PCT	WASH, CLEAN, AND DRY SYSTEM WITH REMOVABLE SPRAY CANISTER DEVICE	2017- 07-16
25	PCT/US2017/ 046643	WHBA/0013 PCT	A METHOD AND A WASH SYSTEM WITH A BUILT-IN CLEANSER ASSEMBLY	2017- 08-11
26	PCT/US2020/ 070018		SPRAY CANISTER DEVICE	2020- 05-04
27	PCT/US2020/ 041966			2020- 07-14
28	EP 17793537.6	69061	A MEDICINE DELIVERY, WASH, CLEAN AND AIR DRY SYSTEM	2017- 05-06
29	EP 17793534.3	69058	A SEAT AND COVER SYSTEM WITH DYNAMIC SPRAY NOZZLE	2017- 05-06
30	EP 17793535.0	69059	DYNAMIC DRYING MECHANISM FOR A WASH AND CLEAN SYSTEM	2017- 05-06
31	EP 16833990.1	69091	REMOTE CONTROLLED MEDICINE DELIVERY SYSTEM	2016- 08-06
32	EP 17793536.8	69074	A SEAT AND COVER SYSTEM WITH MEDICINE UNITS	2017- 05-06
33	EP 17831608.9	7702	SPRAY CANISTER DEVICE WITH REMOVABLE SLEEVED COVER	2017- 07-14
34	EP 17831614.7	7703	A WASH, CLEAN, AND DRY SYSTEM WITH REMOVABLE SPRAY CANISTER DEVICE	2017- 07-16
35	EP 17840386.1	7698	A METHOD AND A WASH SYSTEM WITH A BUILT-IN CLEANSER ASSEMBLY	2017- 08-11
35.1	EP 20814239.8		SPRAY CANISTER DEVICE	2020- 05-04

35.2	EP 20841592.7		TOILET SEAT ASSEMBLY	2020-07-14
36	CN 20178005702 8.0	PA191087B	SPRAY CANISTER DEVICE WITH REMOVABLE SLEEVED COVER	2019-03-15
37	CN 20178005711 1.8	PA191090B	A WASH, CLEAN, AND DRY SYSTEM WITH REMOVABLE SPRAY CANISTER DEVICE	2019-03-15
38	CN 20178004531 1.1	PA190713B	A METHOD AND A WASH SYSTEM WITH A BUILT-IN CLEANSER ASSEMBLY	2019-03-13
38.1	CN 20208005506 7.9		SPRAY CANISTER DEVICE	2020-05-04
39	TW 106123815	WHBA/0011 TW	WASH, CLEAN, AND DRY SYSTEM WITH REMOVABLE SPRAY CANISTER DEVICE	2017-07-17
40	TW 105125210	WHBA/0005 TW	REMOTE-CONTROLLED MEDICINE DELIVERY SYSTEM	2016-08-08
41	TW 106123702	WHBA/0010 TW	SPRAY CANISTER DEVICE WITH REMOVABLE SLEEVED COVER	2016-05-06
42	TW 106115192	WHBA/0001 TW	A SEAT AND COVER SYSTEM WITH DYNAMIC SPRAY NOZZLE	2017-05-08
43	TW 106115191	WHBA/0002 TW	DYNAMIC DRYING MECHANISM FOR A WASH AND CLEAN SYSTEM	2017-05-08
44	TW 106115190	WHBA/0003 TW	A SEAT AND COVER SYSTEM WITH MEDICINE UNITS	2017-05-08
45	TW 106115193	WHBA/0003 ALL TW	A MEDICINE DELIVERY, WASH, CLEAN AND AIR DRY SYSTEM	2017-05-08
46	TW 106127521	WHBA/0013 TW	A METHOD AND A WASH SYSTEM WITH A BUILT-IN CLEANSER ASSEMBLY	2017-08-11
47	US 62/201,815	WHBA/0005 US L	REMOTE-CONTROLLED MEDICINE DELIVERY SYSTEM	2015-08-06
48	US 62/311,860	WHBA/0104 US Prov	A WASH AND CLEAN APPARATUS	2016-11-19
49	US 62/333,152	WHBA/0003 US L	A BIDET SEAT COVER SYSTEM FOR MEDICINE DELIVERY, WASH, CLEAN, AND DRY	2016-05-06
50	US 62/363,232	WHBA/0010 L Prov	SPRAY CANISTER DEVICE WITH REMOVABLE SLEEVED COVER	2016-07-16
51	US 62/363,234	WHBA/0011 L Prov	WASH, CLEAN, AND DRY SYSTEM WITH REMOVABLE SPRAY CANISTER DEVICE	2016-07-16
52	US 62/373,957	WHBA/0013 L Prov	A WASH SYSTEM WITH BUILT-IN CLEANSER ASSEMBLY	2016-08-11

43	CA 3061241		SPRAYING NOZZLE APPARATUS (A SEAT AND COVER SYSTEM WITH DYNAMIC SPRAY NOZZLE)	2017-05-06
44	CA 3060680		A MEDICINE DELIVERY, WASH, CLEAN AND AIR DRY SYSTEM	2017-05-06
45	CA 3061046		A SEAT AND COVER SYSTEM WITH MEDICINE UNITS	2017-05-06
46	CA 3061246		DRYING NOZZLE APPARATUS	2017-05-06
47	CA 3142459		SPRAY CANISTER DEVICE	2020-05-04
48	CA 3147763		TOILET SEAT ASSEMBLY	2020-07-14
49	Tokugan2021-571515		SPRAY CANISTER DEVICE	2020-05-04
50	Tokugan2022-502581		TOILET SEAT ASSEMBLY	2020-07-14