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MRO 5-26-98



To the Honorable Commissioner of Patents and Trade.

100723701

ments or copy thereof.

JCS25 U.S. PTO
09/084139
05/26/98

1. Name of conveying party(ies):
Mark J. Winter and Peter G. Turner
Additional name(s) of Conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: RockShox, Inc.
Internal Address:
401 Charcot Avenue, San Jose, California 95131
Street Address: (SAME AS ABOVE)
City: _____ State: _____ ZIP: _____
Additional name(s) & address(es) attached Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 18, 1998 and March 11, 1998

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: 5/18/98 and 3/11/98
A. Patent Application No.(s) _____ B. Patent No.(s) _____
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
05/29/1998 STURANTO 00000019 09084139
08 FC:50 Name: David W. Hansen *40.00 DP*
Internal Address: Skadden, Arps, Slate, Meagher & Flom LLP
Street Address: 919 Third Avenue,
City: New York State: NY ZIP: 10022

6. Total number of applications and patents involved: _____
7. Total fee (37 CFR 3.41).....\$ 40.00
 Fee of \$40.00 is included
8. Deposit account number:
19-2385
(Attach duplicate copy of this page if paying by deposit)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Erica D. Mitchell *[Signature]* May 26, 1998
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **5**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

ASSIGNMENT

WHEREAS, we, Mark J. Winter, a citizen of the United States, residing in the County of Santa Cruz, State of California, whose post office address is 245-M Mount Herman #237, Scotts Valley, California 95066, and Peter G. Turner, a citizen of the United States, residing in the County of Jefferson, State of Colorado, whose post office address is 3885 Alpine Drive, Evergreen, Colorado 80439, hereinafter referred to as Assignors, have made an invention for which we are about to make application for Letters Patent of the United States entitled "FRICTION DAMPER SYSTEM FOR BICYCLE SUSPENSION SYSTEM" and

WHEREAS, RockShox, Inc., a corporation organized and existing under the laws of the State of Delaware and having an office for the transaction of business at 401 Charcot Avenue, San Jose, California 95131, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title and interest in and to said invention and any improvements thereon, and in and to said application for Letters Patent thereon, and any Letters Patent which may be obtained therefor;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, said Assignors have sold, assigned, transferred and conveyed, and do hereby sell, assign, transfer and convey to said Assignee, its successors and assigns, the entire right, title and interest in and to said invention for which they are about to make application for Letters Patent of the United States entitled "FRICTION DAMPER SYSTEM FOR BICYCLE SUSPENSION SYSTEM," executed concurrently herewith, and any and all improvements thereon, and in and to said application and any divisions, renewals, continuations or continuations-in-part thereof, and in and to any Letters Patent of the United States which may be issued on any of said applications, and any reissues and extensions thereof, and in and to any and all applications for Letters Patent filed in foreign countries for said invention or improvements including all priority rights, and any and all Letters Patent which may be granted in foreign countries therefor, and all extensions, renewals and reissues thereof, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, TO HAVE AND TO HOLD THE SAME for the sole use and benefit of said Assignee, its successors

and assigns, and to the full end of the term or terms for which any and all said Letters Patent may be granted;

AND said Assignors hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee, as the assignee of the entire right, title and interest in and to the same;

AND said Assignors, for the considerations aforesaid, do hereby covenant and agree to and with said Assignee, its successors and assigns, that Assignors have the full power to make this assignment, and that the rights assigned are not encumbered by any grant, license or right heretofore given, and that Assignors, their executors or administrators, shall and will do all lawful acts and things and make, execute and deliver without further compensation, any and all other instruments in writing, further applications, papers, affidavits, power of attorney, assignments, and other documents which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said invention and improvements, applications, Letters Patent, rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred and conveyed, and that Assignors will sign any applications for reissue which may be desired by the owner of the patent or patents which may be issued for said invention or improvements.

IN WITNESS WHEREOF, said Assignors have hereunto set their hands and seals on the date below written.

Date: 18 MAY 98 .

By: 
Mark J. Winter

Date: _____

By: _____
Peter G. Turner

ASSIGNMENT

WHEREAS, we, Mark J. Winter, a citizen of the United States, residing in the County of Santa Cruz, State of California, whose post office address is 245-M Mount Herman #237, Scotts Valley, California 95066, and Peter G. Turner, a citizen of the United States, residing in the County of Jefferson, State of Colorado, whose post office address is 3885 Alpine Drive, Evergreen, Colorado 80439, hereinafter referred to as Assignors, have made an invention for which we are about to make application for Letters Patent of the United States entitled "FRIC-TION DAMPER SYSTEM FOR BICYCLE SUSPENSION SYSTEM" and

WHEREAS, RockShox, Inc., a corporation organized and existing under the laws of the State of Delaware and having an office for the transaction of business at 401 Charcot Avenue, San Jose, California 95131, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title and interest in and to said invention and any improvements thereon, and in and to said application for Letters Patent thereon, and any Letters Patent which may be obtained therefor;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, said Assignors have sold, assigned, transferred and conveyed, and do hereby sell, assign, transfer and convey to said Assignee, its successors and assigns, the entire right, title and interest in and to said invention for which they are about to make application for Letters Patent of the United States entitled "FRICTION DAMPER SYSTEM FOR BICYCLE SUSPENSION SYSTEM," executed concurrently herewith, and any and all improvements thereon, and in and to said application and any divisions, renewals, continuations or continuations-in-part thereof, and in and to any Letters Patent of the United States which may be issued on any of said applications, and any reissues and extensions thereof, and in and to any and all applications for Letters Patent filed in foreign countries for said invention or improvements including all priority rights, and any and all Letters Patent which may be granted in foreign countries therefor, and all extensions, renewals and reissues thereof, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, TO HAVE AND TO HOLD THE SAME for the sole use and benefit of said Assignee, its successors

and assigns, and to the full end of the term or terms for which any and all said Letters Patent may be granted;

AND said Assignors hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee, as the assignee of the entire right, title and interest in and to the same;

AND said Assignors, for the considerations aforesaid, do hereby covenant and agree to and with said Assignee, its successors and assigns, that Assignors have the full power to make this assignment, and that the rights assigned are not encumbered by any grant, license or right heretofore given, and that Assignors, their executors or administrators, shall and will do all lawful acts and things and make, execute and deliver without further compensation, any and all other instruments in writing, further applications, papers, affidavits, power of attorney, assignments, and other documents which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said invention and improvements, applications, Letters Patent, rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred and conveyed, and that Assignors will sign any applications for reissue which may be desired by the owner of the patent or patents which may be issued for said invention or improvements.

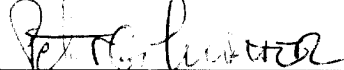
IN WITNESS WHEREOF, said Assignors have hereunto set their hands and seals on the date below written.

Date: _____

By: _____

Mark J. Winter

Date: 3/11/98

By: 

Peter G. Turner