

08-18-1998

FORM-PTO-1595  
1-31-92

TRANSM



DATION

Atty. Docket: 2069.400400

To the Commissioner of Patents and

100796481

Original documents or copy thereof.

## 1. Name of conveying party(ies):

- 1) James R. THOMAS  
2) Clifton C. HAGGARD

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: June 24, 1998

## 2. Name and address of receiving party(ies):

Name: Peak International, Inc.

Foreign Address: \_\_\_\_\_

Domestic Address: 2111 Kramer Lane

City: Austin State TX ZIP 78758

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 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: \_\_\_\_\_

A. Patent Application No.(s)  
09/069,828

B. Patent Registration No.(s)

Additional numbers attached?

☐ Yes☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Fitzpatrick, Cella, Harper &amp; Scinto

30 Rockefeller Plaza

New York, New York 10112-3801

Telephone No.: (212) 218-2100

Facsimile No.: (212) 218-2200

## 6. Number of applications and patents involved:

1

7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number

06-1205

(Attach duplicate copy of this page if paying by deposit account):

07/22/1998 TTUBDS 00000062 09069828

02 FC:581

40.00 OP

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.*

Sean W. O'Brien Reg. No. 37,689

Name of Person Signing

Signature

July 20, 1998

Date

Total number of pages including cover sheet, attachments, and documents: 2

## ASSIGNMENT

WHEREAS, WE, James R. THOMAS, a citizen of the United States of America, residing at 10301 Open Gate Drive, Austin, Texas 78726; and Clifton C. HAGGARD, residing at 709 E. 50th Street, Austin, Texas, 78751, are the inventors of certain inventions relating to a COMPONENT CARRIER TRAY FOR HIGH-TEMPERATURE APPLICATIONS, and described in an application for Letters Patent of the United States filed by us on April 30, 1997, assigned application number 09/069,828; whereas we made said inventions in the course of our employment by PEAK INTERNATIONAL, INC., a corporation of the state of Texas, having a place of business at 2111 Kramer Lane, Austin, Texas 78758, and whereas each of us agreed when accepting employment that, as a condition thereof, all right, title, and interest in, to, and under any inventions made by him/her in the course of the employment would inure to the benefit of said PEAK INTERNATIONAL, INC., and whereas said PEAK INTERNATIONAL, INC. has paid each of us the compensation agreed upon for his/her services as an employee;

WE HEREBY acknowledge that we have sold, assigned, transferred and conveyed, and by these presents do hereby sell, assign, transfer and convey, unto said PEAK INTERNATIONAL, INC., its successors, assigns and legal representatives (hereinafter called the "Assignee"), the entire right, title and interest, for all countries, in and to said inventions relating to COMPONENT TRAY FOR HIGH-TEMPERATURE APPLICATIONS, and in and to said application, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues and extensions thereof, and all applications for Letters Patent or other grants of protection of proprietary rights including, but not limited to, inventor's certificate, utility model, utility certificate, patent of importation, registration of patent and industrial design registration which may be applied for and which may be granted, upon said inventions in any countries or regions foreign to the United States, and all reissues, renewals and extensions thereof; and we hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States having authority so to do, to issue all such Letters Patent or other grants of protection upon said inventions to the Assignee or to such nominees as it may designate.

AND we authorize and empower the said Assignee or nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, with respect to said application number 09/069,828, and to invoke and claim such right of priority without further written or oral authorization from us.

AND we hereby consent that a copy of this assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of the said Assignee or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

PATENT

REEL: 9380 FRAME: 0576

AND we hereby covenant that we have the full right to convey the entire right, title and interest herein assigned and that we have not executed and will not execute any agreement in conflict herewith.

AND we hereby covenant and agree that we will communicate to said Assignee or nominees all facts known to us pertaining to said inventions, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid said Assignee or nominees in obtaining, maintaining and enforcing all lawful patent or other grants of protection of said inventions in any and all countries and regions.

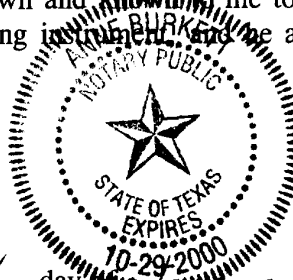
IN TESTIMONY WHEREOF, we hereunto set our hand and seal on the date set opposite our respective signatures.

Date 6/24, 1998 James R. Thomas L.S.  
James R. THOMAS

Date 6/24, 1998 Clifton C. Haggard L.S.  
Clifton C. HAGGARD

State of TEXAS ) ss.  
County of TRAVIS )

On this 24 day of June, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Clifton Haggard, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



Anne Burkett  
Notary Public

On this 24 day of June, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared James Thomas, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



Anne Burkett  
Notary Public

F508\W160423\SWO\agm