

05-21-1999

SHEET

Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please receive the attached original documents or copy thereof.

1. Name of conveying party(ies):

Batts, Inc.,  
Russell O. Blanchard, Donald Hero Bratt, Jay DeWitt,  
Douglas J. Dykstra and Mark R. Zietse

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: April 9, 1999; April 12, 1999

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

Name: Lilly Industries (USA), Inc.

Internal Address: \_\_\_\_\_

Street Address: 4999 36<sup>th</sup> Street S.E.

City: Grand Rapids State: MI ZIP: 49518

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

4. Application number(s) or patent number(s):

29/104,629

If this document is being filed together with a new application, the execution date of the application is: April 12, 1999

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:

Name: Intellectual Property Practice Group

Internal Address: Warner Norcross & Judd LLP

Street Address: 111 Lyon Street NW, Suite 900

City: Grand Rapids State: MI ZIP: 49503-2489

6. Total 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.

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

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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.

Daniel B. Ruble

Name of Person Signing

*Daniel B. Ruble*

Signature

5/10/99

Date

ASSIGNMENT

WHEREAS, Russell O. Blanchard residing at 154 South Church Street, Zeeland, Michigan 49464; Donald Hero Bratt, residing at 6316 Scotthille Dr. S.E., Grand Rapids, Michigan 49546; Jay DeWitt, residing at 5802 96<sup>th</sup> Avenue, Zeeland, Michigan 49464; Douglas J. Dykstra, residing at 7399 Lime Hollow, Grand Rapids, Michigan 49512; and Mark R. Zietse, residing at 2640 Cascade Road S.E., Grand Rapids, Michigan 49508

respectively, (hereinafter referred to as Assignors) have invented certain new and useful improvements in  
BAG CLIP  
for which an application for United States Letters Patent was:

- ☒ executed on even date herewith.
- ☐ filed on \_\_\_\_\_ as Application Serial No. \_\_\_\_\_.

WHEREAS, Lilly Industries (USA), Inc., a corporation of the State of Indiana, having a place of business at 4999 36th Street SE, Grand Rapids, Michigan, 49518 (hereinafter referred to as Assignee) is desirous of acquiring the entire right, title, and interest in and to said invention and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, Assignor hereby sells, assigns, and transfers unto Assignee the full and exclusive right, title, and interest in and to said invention in the United States and in all foreign countries and the entire right, title, and interest in and to all Letters Patent which may be granted therefor in the United States and in all foreign countries and in and to all divisions, reissues, continuations, continuations-in-part, substitutions, renewals, reexaminations, and extensions thereof including the full right to claim for any such application the benefits of the International Convention.

Assignor hereby authorizes and requests the patent office officials in the United States and in all foreign countries to issue all of said Letters Patent, when granted, to Assignee as the owner of the entire right, title, and interest in and to the same, for the sole use and behoof of Assignee, its successors and assigns.

FURTHER, Assignor agrees to communicate to Assignee or its representatives any facts known to Assignor respecting said invention, and to testify in any legal proceeding, to sign all lawful papers, to execute all divisional, continuation, continuation-in-part, substitution, renewal, reexamination, and reissue applications, to execute all necessary assignment papers to cause all of said Letters Patent to be issued to Assignee, to make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in all foreign countries.

IN TESTIMONY WHEREOF, I (we) have hereunto set my (our) hand(s) on the date appearing next to my (our) signature.

Witness:

Inventor:

Date:

D MorganRussell O Blanchard  
Russell O. BlanchardApril 9, 1999Anne MontgomeryDonald Hero Bratt  
Donald Hero BrattApril 12, 1999Jay DeWittJay DeWitt  
Jay DeWittApril 9, 1999Douglas J DykstraDouglas J Dykstra  
Douglas J. DykstraApril 12, 1999Mark R ZietseMark R Zietse  
Mark R. ZietseApril 12, 1999

## ASSIGNMENT

Lilly Industries (USA), Inc., an Indiana corporation having a place of business at 4999 36<sup>th</sup> Street S.E., Grand Rapids, Michigan 49518 ("Assignee") has retained and directed Batts Inc., a corporation having an office in Zeeland Michigan ("Assignor"), through Assignor's employees Russell O. Blanchard and Jay DeWitt, to invent certain new and useful improvements in the BAG CLIP shown in the attached drawings (Exhibit A), for which an application for U.S. design patent shall be made ("Patent"). Assignor and Assignee intended all rights to the BAG CLIP shown in Exhibit A be irrevocably assigned to Assignee. Assignor has directed its employees Russell O. Blanchard and Jay DeWitt to directly assign all their rights to the BAG CLIP shown in Exhibit A directly to Assignee through a separate assignment. The parties are now documenting the intentions and understandings set forth above.

Accordingly, in consideration for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee expressly agree as follows:

Assignor does hereby assign and transfer to Assignee and its successors, assigns, and nominees, as the assignee, without any restrictions, reservations, or limitations:

The entire and exclusive right, title, and interest that Assignor may have in and to the BAG CLIP shown in Exhibit A, the Patent, and all divisions, continuations, continuations-in-part, reexaminations, reissues, extensions, substitutes, or foreign counterparts, which may be granted on the Patent or its application;

And all priority rights derived from the Patent and its application by virtue of the International Convention for the Protection of Industrial Property for any and all member countries of the International Convention;

And the sole right to file applications for patents under the patent laws of any country in the world in Assignee's name, and the sole right to have patents granted on the applications in Assignee's name to the full end of the term for which the patents may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made, and to enforce the patents with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all infringements, including but not limited to, past infringements with respect to which Assignor hereby waives any right to receive any portion.

AND COVENANTS, that Assignor has the full right to do so, and that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Assignor further covenants that Assignor will: (1) promptly provide to Assignee, upon Assignee's request, all pertinent facts and documents relating to the Patent, and its related applications and legal equivalents, as may be known and accessible to Assignor, (2) testify as to the Patent, and its related applications and legal equivalents, in any interference, litigation, or proceeding related thereto; and (3) promptly execute and deliver to Assignee, or its legal

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representatives, any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, and enforce the Patent, and its equivalents, which may be necessary or desirable to carry out the purposes of this Assignment.

BATTS INC.

Date: 4-9, 1999

Donald F. Morgan  
By: DONALD F. MORGAN (print name)  
Its: Vice President (title)

Witness: Janna B. Jor Haar

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