

Form-PTO-1595
1-31-92

TRANSMITTAL OF

03-02-2000

Atty. Docket: 2270.200

To the Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Ronald D. Sukolics
Robert C. Schmidt

Additional name(s) of conveying party(ies) and address(es):

☐ Yes

☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: August 20, 1997 & August 21, 1997

101280508

Name: United Attachment Systems, Inc.

Foreign Address:

Domestic Address: 611 Old Willets Path

City: Huappauge State NY ZIP 11788

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

4. Application number(s) or patent number(s): 09/081,093 (claiming priority of 60/058,803, filed September 15, 1997)

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

A. Patent Application Number: 09/081,093

B. Title of Invention: COMPOSITE PANEL

ATTACHMENT SYSTEM

Filing Date: May 19, 1998

Additional numbers attached?

☐ Yes

☒ No

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

Name: Fitzpatrick, Cella, Harper & 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:

One

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

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number (for deficiency or excess):

06-1205

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

03/02/2000 JSHABAZZ 00000101 09081093

01-FC-581

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and the attached is the original document or is a true copy of the original document.

Douglas Sharrott

Name of Person Signing

(Reg. No 39,832)

Signature

Date

1/31/00

Total number of pages including cover sheet, attachments, and documents: 3

ASSIGNMENT

FOR VALUE RECEIVED: Ronald D. Sukolics residing at 1637 Fairhills Drive, St. Louis, Missouri 63146, and Robert C. Schmidt doing business at 611 Old Willets Path, Hauppauge, New York 11788, both citizens of the United States of America hereinafter known as Assignors, hereby sell, assign, transfer and convey unto United Attachment Systems, Inc., a corporation organized under the laws of state of New York having it's principle place of business at 611 Old Willets Path, Hauppauge, New York 11788, its successors, assigns and legal representatives (hereinafter called the "Assignee"), the entire right, title and interest for all countries, in and to certain inventions relating to a channel system for framing interior and exterior walls described in an application for Letters patent of the United States to be filed by the Assignors herein on _____ (date) in and to said application, and all divisions, renewals and continuation 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 filed, and which may be granted, upon said inventions in any countries or regions foreign to the United States, and all reissues, renewals and extension 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 they 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 any convention which may henceforth be substituted for it, 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.

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 and 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.

The Assignors further agree to supply the Assignee with a set of complete drawings in order for the Assignee to have the channels made by a machine shop which thereafter will be used by the Assignee to make test samples.

Upon receipt by the Assignee of a complete set of drawings from the Assignors, the Assignee agrees to pay Ronald D. Sukolics, as Assignor, the sum of Two Thousand Five Hundred (\$2,500.00) Dollars.

The Assignee also agrees to pay Ronald D. Sukolics, as Assignor, the sum of Twenty Five (\$25.00) Dollars per hour to assist the Assignee in the testing and development of the channels.

In consideration for the Assignment of the patent, commencing January 1, 1998 for a period of five years from said date, the Assignee agrees to pay Ronald D. Sukolics, as Assignor, the sum of Five (.05) Cents per square foot of channels manufactured under this Patent up to 50,000 square feet with the price to be negotiated accordingly for anything larger. All royalties payable to Ronald D. Sukolics, as one of the Assignors, pursuant to this agreement shall expire on December 31, 2002.

A) As further consideration for this assignment the Assignee agrees to pay all cost (including legal fees) relating to this application for patent to the patent attorney.

B) In the event Assignee wishes to sell or transfer its right, title and interest in the patent, Assignee agrees to give Assignors the right of first refusal. Assignee shall give Assignors written notice by certified mail of all the terms and conditions of third party's offer and Assignors shall have Thirty (30) days thereafter to exercise their acceptance by giving written notice by certified mail to Assignee of their intention to purchase said patent pursuant to the terms and conditions thereon. Assignors acceptance shall create a binding agreement between the Assignee and the Assignors and the transfer of title to the patent shall proceed according to the terms of said offer.

ASSIGNMENT

In TESTIMONY WHEREOF, we hereunto set our hands and seal this

day of , 1997

Assignor:

Ronald D. Sukolics
Ronald D. Sukolics

STATE OF

Missouri

COUNTY

St. Louis

)ss.:
)

On this 20 day of August, 1997, before me personally appeared Ronald D. Sukolics to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon acknowledged to me that executed to me these for the purposes therein set forth.

SHARON S. DURBIN

Notary Public - Notary Seal

STATE OF MISSOURI

St. Louis County

My Commission Expires: Mar. 19, 2000

Sharon S. Durbin
Notary Public

Assignor:

Robert C. Schmidt
Robert C. Schmidt

STATE OF

New York

COUNTY

Suffolk

)ss.:
)

On this 21 day of August, 1997, before me personally appeared Robert C. Schmidt to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon acknowledged to me that executed to me these for the purposes therein set forth.

KATHLEEN C. WALTER
NOTARY PUBLIC, State Of New York
No. 01WA5070512
Qualified In Suffolk County
Commission Expires Dec. 23, 98

Kathleen C. Walter
Notary Public

Assignee:

Robert C. Schmidt
United Attachment Systems, Inc.
Robert C. Schmidt, President

STATE OF

New York

COUNTY

Suffolk

)ss.:
)

On this 21 day of August, 1997, before me personally came Robert C. Schmidt to me known, who, being by me duly sworn, did depose and say that he resides at 15 W. Pond Ct. Smithtown, NY that he is the President of that corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereby like order.

(Affix Corporate Seal)

Kathleen C. Walter
Notary Public

KATHLEEN C. WALTER
NOTARY PUBLIC, State Of New York
No. 01WA5070512
Qualified In Suffolk County
Commission Expires Dec. 23, 98