

03-08-2001

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101630248

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U.S. PTO
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Conveyance Type

☒ Assignment ☐ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☒ Mark if additional names of conveying parties attached
Execution Date
Month Day Year
02 08 2001

Name (line 1) Pavone, Michael R.

Name (line 2)

Second Party

Name (line 1) Hergenroeder, John L.

Execution Date
Month Day Year
02 08 2001

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) ROADSHOWS L.L.C

Name (line 2) a limited liability Pennsylvania corporation

Address (line 1)

Address (line 2) P.O. Box 638

Address (line 3) Camp Hill
City

PA
State/Country

17001
Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Samuel W. Apicelli, Esq.

Address (line 1) Duane, Morris & Heckscher LLP

Address (line 2) 305 North Front Street

Address (line 3) P.O. Box 1003

Address (line 4) Harrisburg, PA 17108-1003

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PATENT

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RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1) Nestor, Lynn

Execution Date
Month Day Year
02 08 2001

Name (line 2)

Name (line 1) Nestor, Francis

Execution Date
Month Day Year
02 08 2001

Name (line 2)

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

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Patent Number(s)

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Correspondent Name and Address

Area Code and Telephone Number

717-237-5516

Name Samuel W. Apicelli, Esq.

Address (line 1) Duane, Morris & Heckscher LLP

Address (line 2) 305 North Front Street

Address (line 3) P.O. Box 1003

Address (line 4) Harrisburg, PA 17108-1003

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year
02082001

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

04-1679

Authorization to charge additional fees:

Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Samuel W. Apicelli, Esq.

Name of Person Signing

Reg. No. 36427

Signature

02/08/2001

Date

ASSIGNMENT OF RIGHTS TO INVENTION

THIS ASSIGNMENT, executed this 8th day of February, 2001, by and among RoadShows, L.L.C., a Pennsylvania limited liability company (hereinafter, "Assignee") and Lynn Nester, Francis Nester, Michael R. Pavone, and John L. Hergenroeder (hereinafter, collectively, the "Assignors");

WHEREAS, Assignee retained the services of Lynn Nester and Francis Nester (hereinafter, the "Nesters") to assist it in the invention and design of an extruded aluminum frame (hereinafter, "Invention") to be used by Assignees to secure a piece of flex vinyl to the side of a tractor trailer, for which services Assignee compensated then Nesters;

WHEREAS, the Nesters collaborated with Michael R. Pavone and John L. Hergenroeder, both principals of Assignee, in inventing and designing the Invention;

WHEREAS, Assignee is desirous of acquiring the entire interest in, to, and under the said Invention and applying for Letters Patent of the United States thereon; and

WHEREAS, the Assignors, individually and collectively, desire to assign his/their entire interest in, to, and under the said Invention to Assignee.

NOW THEREFORE, for and in consideration of the payment by Assignee to each of the Assignors of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, including the compensation paid by Assignee to the Nesters for services rendered, Assignors hereby sell, assign and transfer to Assignee the full and exclusive right, title and interest to the Invention and all Letters Patent of the United States to be obtained therefor on said application or any continuation, division, renewal, substitute or reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said applications or patents; for the full term or terms for which the same may be granted.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee, its successors and assigns, all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions, patents and said applications, and we do hereby authorize the Assignee, its successors and assigns to apply in our names or its own name or names for patents and like rights of exclusion on or for said inventions or any of them in all countries, claiming (if the assignee, its successor or assign so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

Assignors, individually and collectively, covenant that no assignment, sale, agreement or encumbrances has been or will be made or entered into which would conflict with this assignment and sale.

Assignors, individually and collectively, further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, the Invention and said Letters Patent as may be known and accessible to Assignors and the Assignors will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, the Invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee, its successors and/or assigns any and all patents and like rights of exclusion which may be granted in any country upon said application or applications or on or for said inventions; and we do hereby covenant for ourselves and for our legal representatives and agree with the Assignee, its successors and assigns that we have granted no right or license to make, use or sell said inventions or any part thereof to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, the parties have signed this Assignment on the date written above.

WITNESS:

ASSIGNORS:

Lynn Nester

Francis Nester

Shawn E. O'Donohue

Michael R. Pavone

Shawn E. O'Donohue

John L. Hergenroeder