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

1. Name of conveying party(ies):

Keith Eickert

09/10/01

2. Name and address of receiving party(ies)

Name: Keith Eickert Power Products, LLC

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

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

Street Address: 11 Industry DriveCity: Palm Coast State: FL Zip: 32137Execution Date: July 12, 2001Additional 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)

09/650,981

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mariann R. MurphyInternal Address: Jenner & Block, LLCStreet Address: One IBM PlazaCity: Chicago State: IL Zip: 606116. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

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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.*Mariann R. Murphy

Name of Person Signing

Signature

September 7, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 4

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
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# PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made as of July 12, 2001, by Keith Eickert, an individual resident of Florida ("Assignor") to Keith Eickert Power Products, LLC, a Delaware limited liability company ("Assignee").

## Recitals

Assignor is the owner of the following patent (the "'981 Patent") now registered with the United States Patent and Trademark Office:

<i>Patent No.</i>	<i>Date of Patent</i>
09/650,981	August 30, 2000

Assignor desires to sell, assign, transfer, and convey and deliver to Assignee all right, title and interest in and to the '981 Patent.

NOW, THEREFORE, the parties in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby acknowledge and agree as follows:

### 1. Assignment

1.1 Assignment of the '981 Patent. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee (i) all right, title and interest in and to the '981 Patent, (ii) the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof; (iii) all income, royalties, damages and payments hereafter due or payable to Assignor with respect to the '981 Patent, including without limitation, damages and payments for past or future infringements and misappropriations of the '981 Patent and (iii) all rights to sue for past, present, and future infringements or misappropriations of the '981 Patent.

1.2 Warranty. Assignor hereby represents and warrants to Assignee that Assignor is the lawful owner of the '981 Patent, has the full right to assign the entire right, title and interest in and to the '981 Patent to Assignee, and has not executed and will not execute any agreement or other instrument in conflict herewith.

### 2. Miscellaneous

2.1 Further Assurances. Assignor further covenants that Assignor will execute and deliver, from time to time after the date hereof upon the request of Assignee, such further documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing or vesting in Assignee all right, title and interest in and to the '981 Patent, to the fullest extent possible. In addition, Assignor shall provide to Assignee, its successors, assigns or legal representatives, cooperation and

assistance at their request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) in the prosecution of defense of any reexamination, reissue, infringement suit or other proceeding that may arise in connection with any of the patent rights assigned herein, including but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment.

2.2 Acknowledgment of Rights. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to all right, title, and standing to (i) receive all rights and benefits pertaining to the '981 Patent, (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the '981 Patent, and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.


2.3 This Assignment shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

2.4 This Assignment may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment the day and year first above written.

  
\_\_\_\_\_  
KEITH EICKERT

KEITH EICKERT POWER PRODUCTS,  
LLC

By:   
\_\_\_\_\_  
Printed Name: Juliana Sullivan  
Title: Member