

11-03-2004
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FILE

U.S. PATENT
10/974579

102704

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

John H. Harberts (10/26/2004) and John E. Klinkman (10/26/2004)

Execution Date(s): in parentheses after inventor name

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

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: SportRack LLC

Internal Address:

Street Address: 10-27-04

Sterling Town Center
12900 Hall Road, Suite 200

City: Sterling Heights

State: Michigan

Country: United States of America Zip: 48313

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

4. Application or patent number(s):

☒ This document is being filed together with a new application.

A. Patent Application No.(s)

This application

B. Patent No.(s)

10/974579

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael B. Stewart
RADER, FISHMAN & GRAUER PLLC

Internal Address: Atty. Dkt.: 65042-0442

Street Address: 39533 Woodward Avenue
Suite 140

City: Bloomfield Hills

State: MI Zip: 48304

Phone Number: (248) 594-0633

Fax Number: (248) 594-0610

Email Address: mbs@raderfishman.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 18-0013
Authorized User Name Michael B. Stewart

9. Signature:

Michael B. Stewart

Signature

October 27, 2004

Date

Michael B. Stewart - 36,018

Name of Person Signing

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

6

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV 223961903 US, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: October 27, 2004

Signature: *Louise Schultz* (Louise Schultz)

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PATENT
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Assignment

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No.

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US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: 10/27/04 Signature: Lauro Schultz (Lauro Schultz)

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made on the dates indicated below, by John H. Harberts and John E. Klinkman (hereinafter referred to as Assignors), residing at 21164 Glenview Ct., Macomb, Michigan 48044; and 13166 Hunt Rd., Riley Township, Michigan 48041, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in **ONE SIDED ADJUSTABLE CROSS RAIL**, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, SportRack LLC, having its principal place of business at Sterling Town Center, 12900 Hall Road, Suite 200, Sterling Heights, Michigan 48313 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

John E. Klinkman
John E. Klinkman

Date: 10/26/04

United States of America)
State of Michigan) ss.:
County of Oakland)

On this 26th day of October, 2004, before me
personally came John E. Klinkman, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

AUSA M. VARELA
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES AUG 10, 2007

AUSA M. Varela
Notary Public