

11-03-2004



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U.S. DEPARTMENT OF COMMERCE  
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11.1.04

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):**

Michael P. Cunningham (10/27/2004), John H. Harberts (09/21/2004), Dennis E. Miller (10/20/2004), and

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: \_\_\_\_\_

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):**

A. Patent Application No.(s)

10/825,456

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

B. Patent No.(s)

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.: 65042-0443

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:**

Signature

October 28, 2004

Date

Michael B. Stewart - 36,018

Name of Person Signing

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

8

**Recordation Form Cover Sheet**

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, 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 28, 2004

Signature: (Alisa M. Haggemo)

11/03/2004 6TON11 00000056 180013 10825456

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40.00 DA

**PATENT**  
**REEL: 015955 FRAME: 0109**

**RECORDATION FORM COVER SHEET  
(continued)****Additional Conveying Party(ies)/Execution Date(s) (1. Continued):**

Ronald G. Saward (10/26/2004)

**Additional Assignees (2. Continued):**

Assignee Name: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Assignee Name: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Assignee Name: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

**Additional Applications and/or Patents (4. Continued):**

Additional Patent Application Numbers

4A. Continued:

Additional Patent Numbers

4B. Continued:

Additional numbers attached?

☐ Yes☐ No

**Assignment**

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, 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: 10/28/04

Signature:  (Alisa M. Haggemo)

**ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, made on the dates indicated below, by Michael P. Cunningham; John H. Harberts; Dennis E. Miller; and Ronald G. Saward (hereinafter referred to as Assignors), residing at 16031 Curtis Street, Roseville, Michigan 48066; 21164 Glenview Ct., Macomb, Michigan 48044; 951 Heather Lake Drive, Clarkston, Michigan 48348; and 4973 Hampshire Drive, Shelby Township, Michigan 48316, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in SECUREMENT MECHANISM INCLUDING TOP LOADING TIE DOWN CLEAT ASSEMBLY AND LOCKING MEMBER, set forth in a Patent application for Letters Patent of the United States, already filed on April 15, 2004 as U.S. application No. 10/825,456; 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

with the rules of the United States Patent and Trademark Office for recordation of this document:

RADER, FISHMAN & GRAUER PLLC

All practitioners at Customer Number 010291

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Michael P. Cunningham

Michael P. Cunningham

Date: 10-27-2004

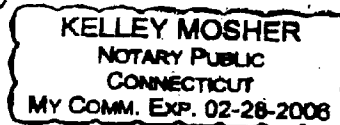
United States of America )

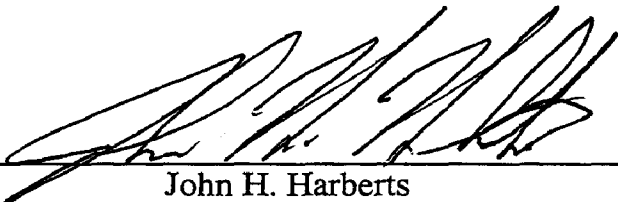
State of Connecticut ) ss.:

County of Litchfield )

On this 27th day of October, 2004, before me personally came Michael P. Cunningham, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Kelley Mosher  
Notary Public



  
John H. Harberts

Date: 9/21/04

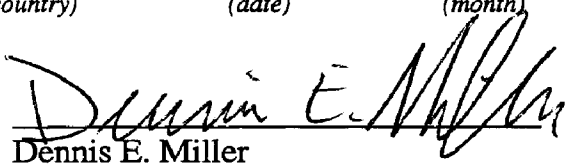
United States of America )  
State of Michigan ) ss.:  
County of Oakland )

On this 21 day of September, 2004, before me  
personally came John H. Harberts, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

  
Notary Public

**ALICIA M. DAVIS**  
**NOTARY PUBLIC OAKLAND CO., MI**  
**MY COMMISSION EXPIRES Aug 10, 2007**

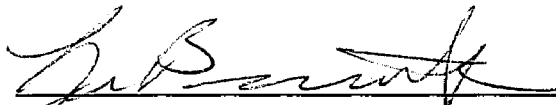
IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal at \_\_\_\_\_, in the State/Country of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2004.  
(city) (state/country) (date) (month)

 20 OCT 04  
Dennis E. Miller

Signed in our presence and acknowledged to be an assignment of the application (invention) hereinabove referred to



Date

  
Witness

Date

Witness



Ronald G. Saward  
Ronald G. Saward

Date: 10/26/04

United States of America )  
State of MICHIGAN ) ss.:  
County of MACOMB )

On this 26<sup>th</sup> day of OCTOBER, 2004, before me  
personally came Ronald G. Saward, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

Donna M. Wollen  
Notary Public

