1-20-05

05-02-2005



JFME 2 00016

PATENTS ONLY

102992975

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF

Herbst, et al.

FOR

CEILING EXHAUST FAN

SERIAL NO.

Unknown

FILED

April 20, 2005

EXAMINER

Unknown

ART UNIT

Unknown

CONFIRMATION NO.

Unknown

ATTORNEY DOCKET NO.

JFME 2 00016

ASSIGNMENT RECORDATION FORM COVER SHEET

MAIL STOP ASSIGNMENT RECORDATION SERVICES Director of the U.S. Patent and Trademark Office P.O. Box 1450
Alexandria, VA 22313-1450

To the Director of the U.S. Patent and Trademark Office:

Please record the attached document(s) or copy thereof.

1. Name of Conveying Party(ies)

Execution Date(s):

Walter Herbst

April 19, 2005

John D. Hartman

April 19, 2005

2. Name and address of Receiving Party(ies):

J.F. MESKILL ENTERPRISES, LLC 707 Brookpark Road Cleveland, Ohio 44109

04/22/2005 HTECKLU1 00000050 29228157

04 FC:8021

40.00 OP

U.S.

3.	Description of the interest conveyed: Assignment Security Agreement Other:	Change of NameMerger	1130		
4.	Application number(s) or patent numb	per(s):			
	A. Patent Application No.(s)	B. Patent No.(s)			
5.	Name and address to whom correspondence concerning document should be mailed:				
	Thomas E. N Fay, Sharpe, Fagan, N 1100 Superior Aver Cleveland, Oh Phone Number: Fax Number: (Email Address: tyou	Minnich & McKee, LLP nue, Seventh Floor H 44114-2579 (216) 861-5582 (216) 241-1666			
6.	Total number of applications and pate	ents involved:1_			
7.	Total fee (37 CFR 1.21(h) & 3.41 ☐ Authorized to be charged to de ☒ Enclosed (with application fee) ☐ None required (government interpretation)				
8.	Deposit Account Number (attached Deposit Account): <u>06-0308</u> .	duplicate copy of this form if paying by	У		
9.	Please charge any additional fees or 06-0308.	credit overpayment to Deposit Account No	١.		

2

I certify that this Assignment Recordation Form Cover Sheet and accompanying document(s) are being deposited with the United States Postal Service as First Class mail under 37 C.F.R. § 1.8, addressed to (choose one of the following) MAIL STOP ASSIGNMENT RECORDATION SERVICES, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 or Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.					
addressed to (choose one of the following) MAIL STOP ASSIGNMENT RECORDATION					
··· <u></u> -	CERTIFICATI	F OF MAILING			
		Cleveland, OH 44114-2579 216/861-5582			
		1100 Superior Avenue, Seventh Floor			
Date		Reg. No. 28,924			
Apr	1/20,2005	Thomas E. Young			
		MINNICH & McKEE, LLP			
		FAY, SHARPE, FAGAN,			
		Respectfully submitted,			
11.	Total number of pages enclosed: <u>6</u> .				
10.	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.				

N:\JFME\200016\nmg0000504V001.doc

Attorney Docket No.: JFME 2 00016

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, the undersigned, WALTER HERBST of 1875 N. Pond Lane, Lake Forest, Illinois 60045, and JOHN D. HARTMAN of 6334 N. Wayne Avenue, Chicago, Illinois 60660, who have created a certain invention for which a U.S. Patent Application has been

executed concurrently herewithexecuted on		•
	filed	, and assigned Application Serial No.
and is entitle	•d	CEILING EXHAUST FAN

hereby sell, assign and transfer to J.F. MESKILL ENTERPRISES, LLC, ("Assignee"), a corporation of the State of Ohio, having a place of business at 707 Brookpark Road, Cleveland, Ohio 44109, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including the provisional application from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventors if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventors could have done if the foreign application had been filed in the names of the Inventors, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventors authorize and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns, nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventors covenant that Inventors have the full right to convey the said entire interest herein assigned and that Inventors have not executed and will not execute any agreement in conflict herewith, and Inventors will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts known to Inventors respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing, and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when

2

Assignee, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, Inventors will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventors further covenant and agree that Inventors will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventor or Assignee, to apply for, obtain, and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty, and all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns, nominees, or other legal representatives.

Signed at	on <u>4/14/05</u> , 2005.
	Walter Herbst
State of TOLINOUS County of On this 19th day of Open))ss:)) , 2005 before me personally
came Walter Herbst, to me known t	to be the individual described in and who
executed the foregoing instrument, and	acknowledged execution of the same.
"OFFICIAL SEAL" NOTARY PAULA G HIGHT PILLINOIS COMMISSION EXPIRES 06/19/07	Saula Alas Notary Public

Seal

3

Signed at	on	4/19	, 2005.
	tola	1	
	John D. Hartma	n	

On this 19 day of _______, 2005 before me personally came John D. Hartman, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public



N:\JFME\200016\nmg0000471V001.doc

PATENT REEL: 016498 FRAME: 0626

RECORDED: 04/20/2005