

02-05-2009



COVER SHEET

NLY Att. Docket No. DX0470US.DIV2CIP (#90545)

the attached documents or the new address(es) below.

name and address of receiving party(ies)

Name: Duramax Marine, LLC

Internal Address: _____

Street Address: 17990 Great Lakes Parkway

City: Hiram

State: Ohio

Country: US Zip: 44234

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

To the Director of the

1. Name of conveyin

1. Steven Rericha

2. Jeffrey S. Leeson

3. Michael W. Brakey

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

2. Nature of conveyance/Execution Date(s):

Execution Date(s) 1. 01/23/2009; 2. 01/22/2009; 3. 01/22/2009

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

3. Application or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: D. Peter Hochberg, D. Peter Hochberg Co., L.P.A.

Internal Address: _____

Street Address: 1940 East 6th St. - 6th Floor

City: Cleveland

State: OH Zip: 44114

Phone Number: (216) 771-3800

Fax Number: (216) 771-3804

Email Address: dphdocket@dpeterhochberg.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 2001

Expiration Date 05/2012

b. Deposit Account Number _____

Authorized User Name D. Peter Hochberg

9. Signature:

Signature

January 23, 2009
Date

D. Peter Hochberg

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

01/27/2009 SSTHIB1 00000044 12321701

04 FC:8021

40.00 DP

PATENT OR DESIGN: SOLE OR JOINT
(U.S. and Foreign Rights)

**ASSIGNMENT FOR UNFILED APPLICATION
FOR UNITED STATES PATENT
(Sole or Joint Inventors)**

WHEREAS:

**NAME(S) AND ADDRESS(S)
OF INVENTOR(S)**

(including country and citizenship)

**Steven Rericha
9001 Portage Point Drive
Apt. R104
Streetsboro, Ohio 44241**

**Jeffrey S. Leeson
212 Stonebridge Court
Mayfield Heights, Ohio 44143**

**Michael W. Brakey
3309 Glencairn Road
Shaker Heights, Ohio 44122**

All citizens of the United States

(hereinafter referred to as ASSIGNOR), have invented and own a certain invention entitled:

TITLE OF INVENTION

KEEL COOLER WITH FLUID FLOW DIVERTER

for which application for Letters Patent of the United States has been executed on even date herewith,

WHEREAS:

**NAME AND ADDRESS
OF ASSIGNEE**
(including country)

**Duramax Marine, LLC
17990 Great Lakes Parkway
Hiram, OH 44234-9681**

a limited liability company of Ohio

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

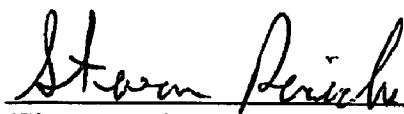
Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and to all Letters Patent or similar legal protection in the United States and its territorial possessions to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to ASSIGNOR and 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, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal:

FULL NAME(S)
OF INVENTOR(S)


(Signature) Steven Rericha

Date: 1-23-09

FULL NAME(S)
OF INVENTOR(S)

(Signature) Jeffrey S. Leeson

Date:

invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and to all Letters Patent or similar legal protection in the United States and its territorial possessions to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to ASSIGNOR and 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, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal:

**FULL NAME(S)
OF INVENTOR(S)**

Date: _____
(Signature) Steven Rericha

**FULL NAME(S)
OF INVENTOR(S)**

Jeffrey S. Leeson _____
Date: *Jan 22, 2009*
(Signature) Jeffrey S. Leeson

**FULL NAME(S)
OF INVENTOR(S)**

Date: _____

FULL NAME(S)
OF INVENTOR(S)


(Signature) Michael W. Brakey

Date:

January 22, 2009

Instruction
sheet for
assignment:

All information, names of inventor(s) and
assignee, title of invention and particulars of
application should be completed.

Signing:

No witnessing or legalization is necessary.
However, if this assignment is legalized then it
will only be prima facie evidence of the execution
of the assignment.